

EXHIBIT 1

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In PRO PER

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION

Case No. 8:21-bk-11710-ES

Chapter 7

In re:

JAMIE LYNN GALLIAN,

Debtor.

**DEBTORS NOTICE OF AND MOTION
FOR RECONSIDERATION OF 7.21.22
ORDER SUSTAINING HOUSER BROS.
CO. DBA RANCHO DEL REY MOBILE
HOME ESTATES OBJECTION TO
DEBTOR'S CLAIMED HOMESTEAD
EXEMPTION AND
JOINDER PARTIES HUNTINGTON
BEACH GABLES HOA; JANINE JASSO.**

Hearing Date: August 18, 2022

Time: 10:30 a.m.

Courtroom: 5A

TO THE HONORABLE ERITHE A. SMITH, ALL PARTIES AND TO THEIR
ATTORNEY'S OF RECORD: Please take notice of Debtors Motion for Reconsideration
Debtor respectfully requests reconsideration of the Courts Order July 21, 2022 sustaining
Houser Bros Co objection to Debtors Claimed Homestead with
additionalJoinder's The Huntington Beach Gables Homeowners Association and Janine B. Jasso,
Esq.

The purpose of bankruptcy is to give debtors a fresh start by shedding debts that they owed but
cannot pay. Part of the fresh start includes lien avoidance on exempt assets. *See Richardson,*
224 B.R. at 808. Debtor wants to maximize the amount of property she gets to keep to avoid
any creditor collection efforts, especially efforts to collect their personal residence.

1 California law is instructive regarding property interests that debtors may possess at
2 filing which are included in the bankruptcy estate as defined in § 541 of the Bankruptcy
3 Code. To avoid a lien, it must impair an interest a debtor has in an exempt asset. Cited
4 California law and cases affirm that a homestead right is an interest in real property. *See*
5 California Const., Art. 12, §§ 1 & 2.

6
7 As the U.S. Supreme Court defines it, property of the estate consists of “all the
8 interests in property, legal and equitable, possessed by the debtor at the time of filing ...”
9 *Owen v. Owen*, 500 U.S. 305, 308 (1991). This definition is extremely broad.

10 Debtor has continuously lived in her personal residence Unit376,
11 in Huntington Beach, CA Par2,TR 10542, Lot 1 & Lot 2, Unit 1, 2, 3, 4, the location of
12 459 Manufactured Home units, first in Unit 53, currently Unit 376 respectively.

13
14 There are two subject residence(s) debtor makes request to this Honorable Court to
15 take Judicial Notice of:

16
17 **1. 4476 Alderport Drive, Unit 53 Huntington Beach, Ca 92649 A.P.N. 937-630-53.**

18 Debtor was the tenant from November 23, 2009 through March 22, 2017;
19 Debtor was gifted the property from her step-mother and debtor’s predecessor Sandra L.
20 Bradley on March 23, 2017, Instrument No, 2017-0116715. On October 31, 2018, debtor
21 sold Unit 53 to Randall Nickel, a bona fide purchaser for value of \$379,000.00. A.P.N. 937-
22 630-53. On November 1, 2018, debtor purchased Unit 376 with the reinvested proceeds
23 from the sale of Unit 53, under the same Unexpired 80 year Leasehold burdening Parcel 1
24 & Parcel 2, APN 178-011-16, Tract 10542, Unit 1, 2, 3, 4

25
26 **Statement of Financial Affairs, DOC 1, Part 7, No. 18, page(s) 46-60,**

27 Debtor disclosed the sale of her previous residence, Unit 53 in her Chapter 7 petition
28 filed July 9, 2021. Subsequently, debtor read the petition question more closely and the

question asks “Within the last 2 years before you filed for bankruptcy, did you sell, trade or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?” Debtor disclosed No. 18, Previous residence sold on 10/31/2018, 4476 Alderport Dr. #53,Paid in exchange amount as \$379,000.00. Debtor Purchased Unit 376 on November 1, 2018 with reinvested funds from sale of Unit 53 under the same unexpired 80 year Ground Leasehold recorded Orange County Clerk Recorder, against Parcel 2, Tract 10542 APN 178-011-16, Instru. No 32442 and 32443, December 5, 1979. **EXHIBIT ____**

2. 16222 Monterey Ln, Unit 376, is Debtor's Primary residence November 1, 2018 to the present day. Debtor has continuously resided in her home since Nov. 2018.

Petitioner, Houser Bros Co. and the two joinders, Huntington Beach Gables Homeowners Association; Janine Jasso, Esq. make no allegations that debtor has lived anywhere else or claimed any other property as her homestead exemption from sale date of Unit 53 on October 31, 2018, and the purchase of Unit 376 November 1, 2018, to the present day. Debtor designated and occupied the property as her homestead. *See* 4 Collier on Bankruptcy P 522.10 (16th 2020). As previously stated, the only requirement for claiming a homestead exemption under CCP §541 homestead

claimed be “principal residence of such person.”on the date of filing,

Record title to the homestead is not required at all times to claim a homestead exemption in her primary residence and property.

Debtors’ Chapter 7 Petition and Schedules July 9, 2021, DOC 1, Schedule A/B required debtor to “list any ownership interest or legal or equitable interest in any residence, building, land, or similar property.” Debtor answered “Yes” on Schedule A/B, DOC 1, page 12 of 60, to indicate and disclose that she owned a legal or equitable interest in the Residence located at 16222 MontereyLane, Unit 376, with a \$235,000.00 value, Fee simple.

*Personal Residence of Debtor since 11/1/2018, 2014 Skyline Custom Villa Manufactured Home Decal No. LBM1081. Debtor disclosed under penalty of perjury on July 9, 2021, "J-Sandcastle Co LLC executed Release of Title, signed and notarized by Jamie Lynn Gallian, its Member, on February 25, 2021. Debtor inquired with and disclosed to the Trustee's Assistant Lor Werner the contents of a August 11, 2021 she received further asking about how to amend a bankruptcy petition if leave was needed. Debtor was told she could file as many amendments to correct until the Trustee concluded the last 341 meeting. On August 18, 2021, first 341 Meeting of Creditors, debtor was asked whether her Chapter 7 schedules were correct under penalty of perjury. Debtor explained **"No the schedules were not correct and an amendment was forthcoming,** to Jeffrey Golden, the Trustee and the Creditors Huntington Beach Gables, Janine Jasso, and Houser Bros Co. Debtor described receipt of an email on August 11, 2021 at 3:54p.m, from Sarina Ramirez, Riverside Housing and Community Development 3737 Main Street Suite 400, Riverside, Ca 92501, Program Technician, Registration and Titling, with a copy of August 11, 2021 Title Search Doc printed by Housing and Community Development reflecting HCD processed Jamie Lynn Gallian as the registered owner of the 2014 Skyline Manufactured Home LBM1081 effective change updated in HCD records on 2/25/21. On 11/16/18 Gallian surrendered COT registered the home J-Sandcastle Co. HCD processed January 19, 2019. The Housing and Community Development. Government Offices closure during Covid 19 pandemic including the closure of the local HCD Riverside Offices, Gallian was unable to submit any Release of Certificate of Title changes until February 25, 2021 NOTICE OF SALE OR TRANSFER. After the 3-year Pinon Drive lease was amicably terminated by Landlord Henry Newton Dec 2019, Jamie Gallian lived in Unit 376 continuously under an unexpired 80 leasehold and tendered rent every month to Houser Bros Park Office. Gallian did not have to rent

1 the 2014 home to a third party for income until she was out from under the 3 yr lease, It
2 terminated successfully by the parties.

3 Debtor disclosed 1/14/2019, UCC-1 Manufactured Home Transaction

4 and UCC-AD filed on 1/14/2019, File No. 19-7691916827, after debtor realized she listed
5 herself as the Debtor on File No. 19-7691905279. Debtor further disclosed she filed with
6 H CD a Statement to Encumber in favor of Ron Pierpont, J-Pad, LLC, (debtors ex-husband
7 since 2015), for funds Ms. Pierpont advanced Debtor for an unrelated expense and was
8 reimbursed.
9

10 Concealment of assets by a bankrupt is a fraud upon her creditors, can only be established
11 by clear and convincing proof. There is no proof of any literal transfer or concealment of any
12 property; no falsification of any financial statement to secure credit; there is no scheme to execute
13 any such intent.
14

15 In this case, the petitioners "proof" consists solely of a date HCD reflected on a
16 Registration Card or the date a Certificate of Title was printed by the Sacramento Office of
17 Housing and Community Development mailed to the applicable parties.
18 Moving party's own documents establish that ownership of Unit 376 was released by J-Sandcastle
19 Co LLC, signed and notarized by its Member Jamie Lynn Gallian on February 25, 2021. To the
20 extent petitioners are arguing that HCD's Certificate of Title Documents and/or the print date on a
21 Registration Card Document are conclusive evidence on this issue, then why aren't they stuck with
22 the conclusion that HCD's transfer date is binding as well.
23

24 Additionally, petitioner's failed to cite any legal authority in the motion that ownership does
25 not change until HCD processes after opening thousands of envelopes sent to various HCD locations
26 hroughout California; processes the enclosed documents, and then and only then when the
27 documents are received in Sacramento, (Sacramento is the only location that prints Certificate of
28 Title Documents) changes to Certificate of Title and Registration Cards are sent through US Mail.

Individuals can own things of a personal nature as in the case at bar,
such as cars, boats, planes, manufactured homes, without the Certificate of Title reflecting their
name at all times. This is a very fact specific situation. The important fact that
petitioners are missing is "Possession of the Certificate of Title and Section "B" on the back side
Certificate of Title indicates by a Releasing Signature of J-Sandcastle Co,
Registered Owner, and the Date of Release back to Jamie Lynn Gallian after Government
Offices slowly reopened and HCD resumed processing Certificate of Title changes one again.

Whether or not such proof is sufficient to require a forfeiture of the bankrupt's right to make
her own selection of her exemptions depends upon her ability reasonably to explain
HCDs processing of claims during a global pandemic,

If her explanation is reasonable and exonerates her from fraud, no restriction
on her right to select her exemptions may be imposed.

Federal law provides no authority for bankruptcy courts to deny an exemption on a ground
not specified in the Bankruptcy Code, abrogating *Latman v. Burdette*, 366 F.3d 774, *In re Yonikus*
, 996 F.2d 866, *In re Doan*, 672 F.2d 831, and *Stewart v. Ganey*, 116 F.2d 1010.

The uncontradicted proof establishes the following facts: The Debtor sold unencumbered real
property with a Homestead Exemption noted on the 2018-2019 Secured Tax Assessors Roll of the
A.P.N. 937-630-53, commonly described as 4476 Alderport Drive, Unit 53, Huntington Beach, CA
92649, on October 31, 2018, as disclosed on DOC 1. Debtor moved from the Alderport Drive
home on or about September 11, 2018, to Pinon Drive under a 3 year lease agreement, with
Landlord Henry Newton. after she was battered by a HOA Board Members husband criminally
charged in June 2019 19WM09951 She moved out of the home she lived in since 2009 out of fear.
Debtor listed Unit 53 4476 Alderport for sale. The first buyers the Ginestras cancelled the day
after the September 11, 2018, 3-year Pinon Drive Lease was entered into by debtor and Henry Newton.
Debtor received her July 2018 escrow check deposited with Five Star for Unit 108. The deposit check refund
was processed by Express Escrow through the resident agent Thanya Hanson of 5 STARLES.

1 after Debtors home on Alderport fell out of escrow. The seller of Rancho Del Rey, Unit 108,
2 would not accept debtors contingency offer, and backed out of the deal to sell Unit 108 in Rancho
3 Del REy Mobilehome Estates to debtor. Gallian signed a 3-year lease with Henry Newton
4 , paid over \$6000 in deposit fees and resigned herself that she, until Alderport property, sold, she could
5 not afford and did not qualify to secure financing without a significant down payment. Housing
6 prices were beginning to rise in Orange County as well a rents.

7
8 On or about October 28 or 29, 2018, debtor dropped the price on the Alderport home listed
9 for sale on Zillow.com. The very next morning debtor received a message through Zillow with a
10 phone number that an interested person would like to view the Alderport property.

11 Rules & Regulations, all disclosures and were provided to the potential purchaser of Unit 53
12 Debtor sent the HOA management company, Elite Management, by overnight mail about a week
13 earlier, a "Demand Letter" with a request for HOA Minutes, Financial Disclosures, 12 Months of
14 Board Meeting Minutes, Copy of Insurance Disclosure, Unit 53 Monthly Dues Statement, etc. Ga
15 bles HOA refused to cooperate and provide any demand. Debtor met with the buyer Randall
16 Nickel and sold the property unencumbered. The Assignment was recorded with the Orange
17 County Clerk Recorder, County of Orange on October 31, 2018 and the Assessors Office was
18 notified of the new buyer.

19 There were no encumbrances
20 on Unit 53 4476 Alderport Drive. 937-63-053.

21 Debtor paid all HOA monthly fees to Gables HOA management company.
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1 **HOUSER BROS AND THEIR ATTORNEY CAME INTO THIS COURT WITH**
2 **UNCLEAN HANDS WITH A FALSE DOCUMENT FROM THE INTERNET AND**
3 **PASSED IT AS TRUTH. GALLIAN PROPERLY CLAIMED HER HOMESTEAD**
4 **EXEMPTION AND IS RECORDED AT THE CO OF ORANGE TAX ASSESSOR. It**
5 **is quite clear why Houser Bros Co has refused to countersign a sub-condominmion**
6 **leasehold with Gallian under the existing unexpired 80 year LandLeasehold with**
7 **Robert P. Warmington, Co assigned to BS Investors and the Barry Brief Trust in**
8 **1986.** Houser Bros Co has a Unlawful Detainer Action pending since 1/2/2019
9 **OCSC 30-2019-01041423 filed while a protective order was in place.**
10 **Houser Bros Co v Jamie Gallian. Houser did not bring the 1/2/19 Unlawful Detainer**
11 **action in the name of the alleged owner of the home J-Sandcastle Co LLC. Houser**
12 **Bros Co whole argument in this objection is based upon Houser Bros Co claims the**
13 **"REAL OWNER" of the 2014 manufactured home is J-Sandcastle Co in this**
14 **convoluted motion brought by Interested Party Houser Bros. designed to throw as**
15 **much mud against the wall and see if the courts buys in. Houser Bros has not named**
16 **J-Sandcastle Co in their Adversary Complaint 8:21-ap-01097, filed on October 18,**
17 **2021 in this Chapter 7. Houser Bros Co does not even admit that the 11/2018**
18 **Residency Application was submitted by J-Sandcastle Co. The 5 Day Demand Letter**
19 **to Surrender the "ground" under a 1600 sq. ft home was served on Jamie Gallian, not**
20 **J-Sandcasle Co the alleged homeowners claimed throughout this entire objection.**
21 **Subsequently, it is Houser Bros who suddenly ran out of excuses why they refuse to**
22 **enter into a lease agreement with the Gallian for almost 5 years in violation of CCP**
23 **§§798.74,**
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TABLE OF AUTHORITIES

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19	FED.RULE OF EVIDENCE R. 301.....	
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21	4 COLLIER ON BANKRUPTCY P 522.10 (16th 2020)	
22	PRELAWSUIT CONSIDERATIONS, Cal. Prac. Guide Enf. J. & Debt	
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STANDARD

"preponderance of the evidence" In re Kelley, 300 B.R. 11, 16 (9th Cir. B.A.P. 2003).

Memorandum of Points and Authorities

1
2 1. At the time a petition for bankruptcy is filed, "all legal or equitable interests of the
3 debtor in property" become available to satisfy creditors' claims and costs of the proceedings
4 **unless the assets are "'exempted' from use** in satisfying claims of creditors and other
5 authorized charges." *In re Sewell*, 180 F.3d 707, 710 (5th Cir. 1999); FRBP § 541(a)(1).
6

7 Bankruptcy exemptions are determined by the applicable state law on the date of the
8 filing of the original bankruptcy petition. *In re Bassin*, 637 F.2d 668, 670 (9th Cir. 1980).

9 California has, per FRBP § 522(b)(1), has "opted out" of the federal exemption scheme
10 and therefore California debtors may claim only those exemptions allowable under California
11 law.
12

Debtor Followed the California Statute by Filing a Declared Homestead

13
14 Debtor's complied with filing a Declared Homestead on July 9, 2021, Official Records of
15 Clerk Recorder. California homestead exemption statute entitles her to claim that exemption for
16 bankruptcy purposes.

A Debtor's Claimed Exemptions Are Presumptively Valid

17
18 Generally, claimed exemptions are "presumptively valid" and the objecting party thus
19 bears the burden of proving that the exemption is improper. *In re Carter*, 182 F.3d 1027, 1029 n.
20 3 (9th Cir.1999); FRBP §4003(c).
21

22 However, the Supreme Court in *Raleigh v. Illinois Dep't of Revenue*, 530 U.S. 15, 20–21
23 (2000), held that because burden of proof is substantive, in the absence of a federal interest
24 requiring a different result, the state law allocation of the burden should apply in bankruptcy
25 objection to claims.
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28

BURDEN OF PROOF IS PROPONDERANCE OF THE EVIDENCE

Although the burden of proof lies with the party claiming the exemption, exemption statutes are generally construed in favor of the debtor. *Kono v. Meeker*, 196 Cal. App. 4th 81, 86 (2011).

Pursuant to Cal. Civ. Proc. Code § 704.780(a), the burden to show a debtor's entitlement to a homestead exemption rests with the debtor, [unless] a declared homestead has been recorded. Cal. Civ. Proc. Code § 704.780(a) as is the case in this Chapter 7. **EXHIBIT**

Debtor also includes for reconsideration a Certified Letter from the Orange County Tax Assessor Office regarding the status of her homeowners exemption.

a. Creditor has failed to shift the burden to Debtor

Creditor has failed to state any recognized objection to the California homestead exemption. "The exemption protects a 'homestead,' defined as a dwelling in which the debtor or the debtor's spouse resided on the date the judgment creditor's lien attached (in bankruptcy, the petition date) and has resided continuously until the court's determination that the dwelling is a homestead." *In re Pass*, 553 B.R. 749, 757 (B.A.P. 9th Cir. 2016) (citing Cal. Civ. Proc. Code §704.710(c)). "Thus, this protection is available in bankruptcy if the debtor was living in the home on the petition date. The exemption is 'automatic' in the sense that it requires no affirmative act by the debtor to make it effective; rather, it applies automatically to any dwelling that meets the definition." *In re Pass*, 553 B.R. at 757.

Interested party Houser Bros, Co or the joinders objection makes no allegation that the Property was not the principal dwelling in which Debtor resided on the date the bankruptcy petition was filed.

Second, the Debtor has resided in the Property since the Property was acquired on November 1, 2018, with the unencumbered proceeds from the sale of her previous home, October 31, 2018.

Third, Debtor claimed the \$600,000 homestead exemption in her Schedule C § 704.730(a)(1) which provides for the \$600,000 exemption.

Debtor's automatic exemption was effective on the date of the petition.

b. Declared Homestead

The date for the determination of the homestead exemption amount is the date on which debtors file a bankruptcy petition. *In re Pass*, 553 B.R.749, 760 (B.A.P. 9th Cir. 2016) (citing *Moffat v. Habber* (In re Moffat), 119 B.R. 201, 204 n. 3 (9th Cir. BAP 1990)).

The BAP has also found that:

Under California law, two species of homestead protection are available to judgment debtors, the "automatic" (or Article 4) homestead exemption and the "declared" (or Article 5) homestead protection, respectively.

These protections are available under different circumstances, they serve different purposes, and they confer different rights on debtors. "[T]here is no overlap between these rights." *Id*

At 756 (emphasis added). Depending on the circumstances, a given debtor may be entitled to one or the other, or to both, or to neither. *Id*.

In re Pass, 553 B.R. 749, 756–57 (B.A.P. 9th Cir. 2016) (citing *In re Anderson*, 824 F.2d 754, 756 (9th Cir. 1987)). As a result, Debtor's declared homestead declaration does not prevent Debtor from the benefit or use of the automatic homestead exemption (Schedule C) and Creditor as provided no case law or statute indicating otherwise. *Katz v. Pike* (In re Pike), 243 B.R. 66,

69-71 (9th Cir. BAP 1999); See also *Avetoom v. Fridman* (In re Fridman), Nos. CC-21-1101-LSF, 8:21-bk-10513-ES, 2022 Bankr. LEXIS 358, at *13 (B.A.P. 9th Cir. Feb. 11, 2022).

"[W]hen a debtor claims an exemption created under state law, the scope of the exemption is determined under state law which may provide that certain types of debtor misconduct warrant denial of the exemption.'" In re Gray, 523 B.R. 170, 175 (B.A.P. 9th Cir. 2014) (quoting *Law v. Siegel*, 134 S. Ct. 1188, 1196-97 (2014)).

Courts in the Ninth Circuit have determined if or what kinds of equitable doctrines can be used by bankruptcy courts to disallow exemptions. "Without reaching the bankruptcy court's power to disallow exemptions or the relevance of California public policy concerning homestead exemptions, the Court agrees with the bankruptcy court that Creditors' California law theories would not preclude Debtor's homestead exemption in this case."

In re Gilman, No. 1:11-BK-11603-VK, 2020 WL 7087703, at *5 (C.D. Cal. Oct. 28, 2020).

In light of California public policy favoring liberal application of the homestead exemption, debtor respectfully requests this Court find Interested party Houser Bros Co and the joinders arguments in effective towards Debtor's homestead exemption.

1 "[A] valid claim of equitable estoppel consists of the following elements:

2 (a) a representation or concealment of material facts

3 (b) made with knowledge actual or virtual, of the facts

4 (c) to a party ignorant, actually and permissibly, of the truth

5 (d) with the intention, actual or virtual, that the ignorant party act on it, and (e) that party was

6 induced to act on it." *In re Gilman*, No. 1:11-BK-11603-VK, 2020 WL 7087703, at *5 (C.D. Cal.

7 Oct. 28, 2020) (quoting *Behnke v. State Farm Gen. Ins. Co.*, 196 Cal. App. 4th 1443,

8 1465 (2011)).

9 Debtor entered into a contract (the "Contract") with Creditor Houser Bros Co Attorney

10 Vivienne Alston on or about August 7 or 8, 2019, whereby Creditor agreed to dismiss her

11 Unlawful Detainer Case 30-2019-01041423, against Houser Bros for advancing their "Self Help"

12 against debtor; Gallian would dismiss her Wrongful Eviction Case against Houser Bros Co.

13 Gallian complied and dismissed the wrongful eviction. Attorney Alston applied exparte

14 to the UD Court insisting the attorney mis-calendared, therefore failing to attend a status

15 conference hearing on or about August 7, 2019. The Unlawful Detainer case was dismissed on

16 the courts own motion for failure to prosecute. Thereafter, J-Sandcastle Co LLC, tendered a

17 cashier's check in the amount of \$10,860.00 to the park manager Kathryn Houser-Curtiss and

18 Park Manager(s) Willie Maskulnski and Rick Maskulnski to obtain a signed Lot 376 agreement

19 with J-Sandcastle Co LLC.

20 Ms. Curtiss, the park Manager accepted the check from J-Sandcastle Co.'s Member

21 Jamie Gallian, proceeded to hand the check to bookkeeper Willie Maskulnski for processing on

22 the books. Ms. Curtiss commented to Ms. Gallian that "she appreciated the check being for the

23 tenancy date beginning November 1, 2018 through August 31, 2019", instead of November 16,

24 2018 when Ms. Gallian delivered the application and tax clearance to HCD Office in Riverside

25 after attending a hearing at CJC Honorable James L. Crandall with the Association.

1 Assume for a moment the November 16, 2018, Security Agreement and Promissory
2 Note are invalid, Creditor did not provide any evidence that Debtor intended to file bankruptcy in
3 July 2021. Additionally, the alleged November 16, 2018, Security Agreement and Promissory
4 Note doesn't contain any representations about Lender Gallian not filing for bankruptcy.
5 Lastly, California has a public policy favoring liberal application of the homestead exemption.
6 Therefore, Creditor has failed to meet their burden.

7
8 Creditor has failed to provide evidence showing that the Debtor had already anticipated
9 filing bankruptcy. California has a public policy favoring liberal application of the homestead
10 exemption.

Declaration of Jamie Lynn Gallian

1
2 1. On October 31, 2018, Jamie Lynn Gallian ("Debtor") sold her unencumbered primary
3 residence located at 4476 Alderport Drive Huntington Beach, CA 92649, A.P.N. 937-630-53,
4 Tract 10542 Lot 1, Unit 53, to a bona fide purchaser, Randall Nickel for \$379,000.00, Instrument
5 No. 2018000396579, recorded Official Records of Clerk Recorder, County of Orange.

6 Ms. Gallian received the market value, far greater than any unit in the Gables subdivision
7 sold for in the calendar year 2018. Gallian deposited the funds into her personal Chase Private
8 Client Savings Account. Gallian's home in the Gables, Unit 53, A.P.N. 937-630-53 listed on the 2
9 018-2019 Secured Property Tax Roll with the Orange County Treasurer – Tax Collector included a
10 Homeowners Exemption of \$-7000. Gallian Decl.

12 3. On November 1, 2018, purchased the 2014 Skyline Manufactured Home from seller
13 Lisa Ryan, In turn Gallian received possession of the Certificate of Title LBM 1081. Seller Lisa
14 Ryan executed the release and surrendered Original Certificate of Title to Jamie Gallian
15 LBM1081, a 2014 Skyline Custom Villa Manufactured Home.
16 The home was sold in place on Lot 376 within Tract 10542, Unit 4. Ms. Gallian paid the Orange
17 County Assessor Ryan's two years of over due property taxes to the Orange County Tax Assessor
18 on the home LPT 891-569-62, which included a deposit for
19 the next years taxes with her personal Alliant Credit Union checking account.XXXX-6018

21 4. Ms. Gallian resides in the home as her primary residence located at 16222 Monterey
22 Lane Unit 376, Huntington Beach, CA 92649, and always anticipated it being her primary
23 residence since November 2018.

25 5. Debtor purchased a 2014 Skyline Custom Villa manufactured home LBM 1081, with
26 exempt funds from the sale of her unencumbered home on October 31, 2018, AP.N. 937-630-53
27 in the Gables subdivision.

28 6. Debtor personally delivered to the HCD Riverside office, the Ryan surrendered
Certificate of Title Card, released on November 1, 2018, to Jamie Lynn Gallian with a signed

1 NOTICE OF SALE OR TRANSFER, EXECUTED BY THE SELLER LISA RYAN ON
2 NOVEMBER 1, 2018.

3 7. Under Section III, NOTICE OF SALE OR TRANSFER of the State of California
4 Housing and Community Development Registration and Titling Form contained the name of
5 JAMIE LYNN GALLIAN as the NAME OF PURCHASER/NEW OWNER on November 1,
6 2018, whited out and replaced with J-Sandcastle Co LLC on the form to the right side on or
7 about November 15, 2018.

8 8. On November 1, 2018, debtor is informed and believe Lisa Ryan, the Seller of
9 LBM1081, gave NOTICE OF SALE OR TRANSFER to Park Management and to Houser Bros
10 Co dba Rancho Del Rey Mobilehome Estates.

11 9. On November 14, 2018, Houser Bros Co attorney Vivienne Alston, unlawfully filed
12 and obtained a WRIT of EXECUTION IN THE NAME OF LISA RYAN AND CONTINUED
13 TO HARASS AND TORMENT DEBTOR AND HER FAMILY BY USING THE SHERIFF
14 DEPARTMENT TO EXECUTE THE WRIT WITH THE KNOWLEDGE THAT LISA RYAN
15 SOLD THE 2014 SKYLINE CUSTOM VILLA AS ANTICIPATED BY THE PARTIES
16 STIPULATED JUDGMENT DATED OCTOBER 18, 2018 OCSC 30-2018-01013582.

17 10. JAMIE GALLAIN, registered the personal property manufactured home with
18 Housing and Community Development on November 16, 2018, has claimed as exempt.11 U.S.C.
19 § 522(b) (providing that “an individual debtor may exempt from property of the estate...”)
20 (o) For purposes of subsection (b)(3)(A), and notwithstanding subsection (a), the value of
21 an interest in--

22 (1) real or personal property that the debtor or a dependent of the debtor uses as a residence;

23 (2) a cooperative that owns property that the debtor or a dependent of the debtor uses as a
24 residence;

25 (3) a burial plot for the debtor or a dependent of the debtor; or
26
27
28

(4) real or personal property that the debtor or a dependent of the debtor claims as a homestead;

Federal Rule of Bankruptcy Procedure 1009 provides that:

“A voluntary petition, list, schedule, or statement may be amended by the debtor as a matter of course at any time before the case is closed.” As recognized by the Ninth Circuit Bankruptcy Appellate Panel in *In re Goswami*, 304 B.R. 386 (9th Cir. BAP 2003), the Ninth Circuit has a liberal policy of “allowing debtors to amend their exemptions schedules so as to enhance their fresh start.” *Id.* at 394, citing, *In re Michael*, 163 F.3d 526, 529 (9th Cir. 1998). As the Bankruptcy Appellate Panel further noted in *Goswami*, “The liberal rule governing amendments reflects the Ninth Circuit’s ‘preference for resolution on the merits, as against strict adherence to formalities.’ ” *Id.*, citing and quoting, *In re Anderson–Walker Indus., Inc.*, 798 F.2d 1285, 1287 (9th Cir. 1986). In light of the policy of liberality of amendment of bankruptcy petition documents, expressly including bankruptcy schedules, as stated in Rule 1009 and as recognized in the case law, there does not appear to be any legal authority to allow this court to bar any further amendments by the Debtor of his schedules.

RECITALS OF FACTS

A. GALLIAN held a Grant Deed and Condominium Sublease for a specific lot within a Planned Unit Community as defined in Civil Code §4175, located at 4476 Alderport Drive Unit 53 Huntington Beach, CA 92649 (“UNIT”) as of March 23, 2017. (“Unit 53”)

a. GALLIAN became record owner of the Grant Deed and Condominium Subleasehold on March 23, 2017, by way of an Assignment recorded in the Official Records of the County of Orange as Document Number 2017-000116815, which was “Gifted” to GALLIAN by Gallians predecessor and co-defendant, her step-mother, Sandra L Bradley (“BRADLEY”).

1 b. GALLIAN sold her interests in her separate property, Unit 53, to Randall L.
2 Nickel on October 31, 2018, by way of a Grant Deed and Assignment of
3 Condominium Sublease recorded in the Official Clerk Records of the County
4 of Orange as Document Number 2018-000395579.

5 B. By virtue of GALLIAN'S Ground leasehold and Sub-Condominium Leasehold
6 GALLIAN was an owner of separate interest coupled with an undivided percentage interest in
7 common with all owners of separate interest and a Membership in the ASSOCIATION, as defined
8 by Civil Code section 4160, subject to the Governing Documents of the ASSOCIATION, as defined
9 by Civil Code section 4150, including but not limited to:
10

- 11 a. **Declaration of Covenants, Conditions and Restrictions** for Huntington
12 Beach Gables ("CC&Rs") recorded on May 28, 1980, as Document No.
13 1980-28926, Official Records of Clerk Recorder, County of Orange;
14 b. **First Amendment to Declaration of Covenants, Conditions and**
15 **Restrictions** for Huntington Beach Gables recorded on August 5, 1980, as
16 Document No. 1980-5002, Official Records of Clerk Recorder, County of
17 Orange.
18 c. **Condominium Plan** recorded on October 18, 1979, as Document No. 79-
19 28814, Official Records of Clerk Recorder, County of Orange.
20

21 **ADDITIONAL DOCUMENTS RECORDED**

22 **Official Records of Clerk Recorder, County of Orange.**

- 23 A. **COVENANT RUNNING WITH THE LAND** recorded on November 6,
24 1979, Book 13383, Pg(s) 1868-1870, in the Orange County Recorder's Office
25 a. **Partial Cancellation of Master Lease** recorded on November 7, 1980, Book
26 13424, Pg(s) 1253-1255, Instrument No. 8691, in the Orange County
27 Recorder's Office;
28

- 1 b. **Partial Cancellation of Sublease** recorded on November 7, 1980, Book
2 13424, Pg(s) 1256-1258, Instrument No. 8692, in the Orange County
3 Recorder's Office;
4 c. All right, title and interest as Tenant, in and under that certain **Master**
5 **Lease/Ground Lease**, dated November 7, 1980, recorded in the Orange
6 County Recorder's Office; Bk13424, Pg(s) 1259-1273, Instrument No. 8693,
7 in the Orange County Recorder's Office;
8 d. All right, title and interest as Tenant, in and under that certain **Condominium**
9 **Sublease**, dated November 7, 1980, recorded in the Orange County
10 Recorder's Office; Bk13424, Pg(s) 1274-1290, Instrument No. 8694, in the
11 Orange County Recorder's Office; As amended by the **First Amendment to**
12 **the Condominium Sublease** effective January 1, 2003, recorded in the Office
13 of the Orange County Clerk Recorder as Document No. 2003-001044770 o
14 August 28, 2003:
15 e. All right, title and interest as Tenant, in and under that certain **Conveyance**
16 **of Remainder Interest**, dated November 7, 1980, recorded in the Orange
17 County Recorder's Office; Bk13424, Pg(s) 1291-1293, Instrument No. 8695,
18 in the Orange County Recorder's Office;
19 f. All right, title and interest as Tenant, in and under that **certain**
20 **Condominium Sublease (Short Form – Memorandum and Grant Deed,**
21 dated November 7, 1980, recorded in the Orange County Recorder's Office;
22 Bk13424, Pg(s) 1294-1298, Instrument No. 8696, in the Orange County
23 Recorder's Office:
24
25
26
27
28

1 g. The Articles of Incorporation of the Huntington Beach Gables
2 Homeowners Association, recorded with the California Secretary of State
3 May 23, 1980;

4 h. The Bylaws of the Huntington Beach Gables ("Bylaws"); executed May
5 23, 1980;

6
7 Debtor resides in a manufactured home which she filed a Declared Homestead
8 Exemption and believes she purchased her current residence with exempt funds, claimed as
9 exempt.
10

11 Debtor has been the subject of continued mistruths regarding Fee Interest and Air-Space,
12 and has been paying property taxes for over 10 years on land that she also pays ground lease
13 payments on.

14 Debtor registered the Certificate of Title to the 2014 Skyline Custom Villa manufactured
15 home in her name on February 25, 2021 after a mandatory settlement conference with Houser
16 Bros Co the management company for Rancho Del Rey.

17
18 Debtor admits that she personally delivered the surrendered documents to HCD in
19 Riverside, in fact the petitioners documents are stamped November 16, 2018, which included the
20 surrendered Certificate of Title and Release of Title dated November 1, 2018, executed under
21 penalty of perjury, by the seller, Lisa Ryan to debtor on November 1, 2018, of a 2014 Skyline
22 Custom Villa manufactured home.

23 **The Stipulated Judgment between Houser Bros Co and Lisa Ryan 30-2018-01013582,**

24 contemplated that Lisa Ryan had 6 months, or until February 3, 2019, to sell her home in place.
25 Ryan was moving out of her home and a new owner would purchase the home and complete the
26 required residency requirements. Ryan sold her home 14 days after the Stipulated Judgment was
27

28

1 agreed to by the parties and became an Order of the Court on October 18, 2018. OCSC 30-2018-
2 01013582.

3 Lisa Ryan, Seller, signed and executed State of California, Department of Housing and
4 Community Development NOTICE OF SALE OR TRANSFER, gave notice to Rancho Del Rey
5 that she sold the 2014 Skyline Custom Villa manufactured home on November 1, 2018, located
6 and installed pursuant to Health & Safety 18551, on Lot 376, Unit 4, in TRACT 10542, under a
7 recorded **Condominium Sublease and Grant Deed Short Form Memorandum**, recorded in
8 the Official Records of the Clerk Recorder for the County of Orange against A.P.N. 178-011-16;
9 under a **Condominium Plan** recorded October 18, 1979, in Book 13358, page 1193, of Official
10 Records and **Covenants Running With The Land**, executed on October 19, 1979, recorded
11 November 18, 1979, in Book 13383, page 1868-1870, of Official Records of the Clerk Recorder
12 for the County of Orange against A.P.N. 178-011-16.
13

14 On November 11, 2018, almost two weeks after Jamie Gallian purchased the 2014
15 Skyline Custom Villa home from Lisa Ryan, and after Lisa Ryan gave Notice of Sale on
16 November 1, 2018, Houser Bros Co attorney Vivienne Alston filed a Writ of Execution in the
17 name of Lisa Ryan, dated 11/14/2018, without application to the Court or Notice and delivered it
18 to the Orange County Sheriff on or about November 19, 2018.
19

20 On November 16, 2018 over 2 weeks after the manufactured home was purchased by
21 Jamie Gallian on November 1, 2018, Jamie Lynn Gallian drove to Riverside HCD and registered
22 the 2014 manufactured home in the name of her sole member LLC J-Sandcastle Co LLC until
23 the earliest of several things happened:
24

- 25 1. Jamie Gallian would be allowed to terminate the three-year residential lease she
26 entered into for the property at 5782 Pinon Drive Huntington Beach, CA on September 11, 2018:
- 27 2. Jamie Gallian would be allowed to intervene into the civil action Houser Bros Co. v
28 Lisa Ryan 30-2018-01013582, and have the WRIT recalled and terminated by Court Order.

1 3. Request sanctions against the Houser Bros Co attorney for interfering with the terms of
2 the purchase of the sale of the unencumbered Ryan Failure 2014 Manufactured Home;

3 4. Requests sanctions against the Houser Bros Co for violating the Davis Stirling Act and
4 the Subdivision Map Act;

5 5. Figure out why a Tract Map and Condominium Plan were recorded August 1979 and
6 October 1979, against TRACT 10542, Unit 1, 2, 3, 4, Lot 1 & Lot 2, and the First Amendment to
7 the CC&Rs recorded 1 day before the tentative map was to expire on 8-6-1980, and recorded
8 unlawfully after Cal Bre issued the "White Report" was in mid July 1980 for "TRACT 10542";

9
10 6. More importantly determine the legality of "Air-Space Condominiums" on leased land in
11 violation of Article 935 and Huntington Beach Subdivision Map Ordinances;

12 7. Request the Tax Assessor refund approximately 8 years of overpayment of taxes for
13 the "Land" and in addition to paying the property taxes, payments made for "Air-Space
14 subcondominium on leased land, also payments made against a ground lease bill for 8 years.

15 Because property of the estate includes only the debtor's interest in the LLC - and not the
16 manufactured home owned by the LLC - Debtor's claim of exemption is authorized under the
17 law because it is debtor's primary residence and has been since debtor purchased the home on
18 November 1, 2018, with the funds of her previous homestead disclosed on her initial chapter 7
19 petition, DOC 1.
20

21 Further, there is a 2018 Security Agreement and Promissory Note against the
22 manufactured home perfected 1/14/2019, on the face of the Certificate of Title to the 2014
23 manufactured home held by J-Pad, LLC.
24

25 Registering title to the manufactured home to one LLC and subjecting its value to a
26 perfected lien held by another LLC does not prevent debtor from claiming a homestead
27 exemption in her personal residence.
28

1 **2. Factual Background**

2 **A. Procedural Background**

3 On July 9, 2021 ("Petition Date"), Jamie Lynn Gallian ("Debtor") filed a voluntary
4 petition under Chapter 7 of Title 11 of the United States Code. On the same date, Ms. Gallian
5 filed her initial Schedules and Statements ("Original Schedules"). A true and correct copy of the
6 Original Schedules is attached to the Declaration of Jamie Lynn Gallian ("Gallian Declaration")
7

8 At the instant of the commencement of a bankruptcy case, an automatic stay comes into
9 effect as a matter of law. 11 U.S.C. § 362(a). The initial 341 meeting of creditors was held
10 August 18, 2021, continued approximately 9 nine times.

11 At the August 18, 2021, 341 Meeting of Creditors, Debtor informed the Trustee Jeffrey
12 Golden and the Interested Parties present, namely Houser Bros Co and Janine Jasso, Esq. and
13 Huntington Beach Gables Homeowners Association that Debtor believed her petition was
14 inaccurate and she would be amending her petition concerning several areas one that the
15 Registered Owner of the 2014 Manufactured Home as of the date the Petition was filed and that
16 debtor received from HCD a Title Search dated July 27, 2021, which reflected Jamie Lynn
17 Gallian as the Registered Owner perfected 2/25/2021, however J-Pad, LLC 1/14/2019 perfected
18 Certificate of Title was mistakenly removed when it was only requested Mr. Pierpont 8/20/20,
19 Encumbrance be removed.
20

21 HCD Riverside Manager, Ms. Sylvia Cruz spoke to debtor instructed debtor when she
22 received the Original Certificate of Title from Sacramento in the US Mail, which debtor did
23 receive approximately August 5, 2021, to take the form that was printed August 3, 2021, to HCD
24 in Riverside to correct and re-add J-Pad, LLC1/14/2019 as the Legal Owner back to the
25 Certificate of Title.
26
27
28

1 Debtor was informed at the Riverside office she would have to pay a second fee of
2 approximately \$118.00 to HCD Riverside to correct the error which was made by the
3 Sacramento Registration and Titling Department at the beginning of July 2021. Debtor paid
4 \$118.00 by an assigned DTN number approximately July 14, 2021, and again on or about August
5 6, 2021, at HCD Riverside using an ATM card to make the correction on August 6, 2021
6 reflected on the Title Search dated August 11, 2021 provided by email to debtor by HCD
7 Riverside Technician Sarina provided to the Trustee.

8
9 On the petition date July 9, 2021, the registered title owner of the manufactured home
10 located at 16222 Monterey Lane, Unit #376, Huntington Beach, CA 92649 ("Property") was
11 Jamie Lynn Gallian as of February 25, 2021, the date J-Sandcastle Co LLC signed and dated to
12 release the Certificate of Title to Jamie Lynn Gallian, notarized the same date.

13 J-Sandcastle Co, LLC ("J-Sandcastle LLC") was subject to perfected UCC-1 filing
14 1/14/2019, supported by a Security Instrument and Promissory Note dated November 16, 2018,
15 executed at Central Justice Center between J-Sandcastle Co LLC, Jamie Lynn Gallian, Member
16 and Jamie Lynn Gallian, Lender and J-Pad, LLC, it's Manager and the holder of the Note with
17 all legal owners, J-Pad, LLC perfected under Certificate of Title ("COTA") under the laws of the
18 State of California.

19
20 Debtor's Schedules further reflect that she the sole owner of J-Sandcastle LLC. Because
21 the LLC was listed as the registered owner of the manufactured home on the Petition Date, the
22 debtor disclosed the name of the LLC on the debtor's petition and disclosed on Schedule AB she
23 had an interest in the property.

24
25 Debtor resides in the home and it is debtors home and property of debtor's Estate. Debtor
26 is entitled to a homestead exemption.

Transferring Exempt Property May Not be a Fraudulent Transfer Under California Law

Debtor wants to maximize the amount of property she gets to keep, to avoid, any creditor collection efforts, especially efforts to collect her personal residence.

California laws create a specific, statutory exclusion from fraudulent transfer claims for property that has no equity beyond an exemption, including transferring a personal residence subject to California's homestead exemption. Such transfers may be entirely exempt from an attack as a fraudulent transfer in California court, also known as fraudulent conveyance, or voidable transaction.

The Language of California's Uniform Voidable Transactions Act Excludes Exempt Property, Including a Personal Residence Subject to a Homestead Exemption

Under the California Uniform Voidable Transactions Act (UVTA), creditors can attack as an actually fraudulent transfer a “**transfer**” made “With actual intent to hinder, delay, or defraud any creditor of the debtor” or “Without receiving a reasonably equivalent value in exchange for the transfer or obligation...” California Civil Code § 3439.04. Creditors can also seek to avoid as a constructively fraudulent transfer any “**transfer**” made “without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.” California Civil Code § 3439.05.

In turn, the definitions under the California Uniform Voidable Transactions Act provides that “**Transfer**” means every mode, direct or indirect, absolute or conditional, voluntary or involuntary, of disposing of or parting with an asset or an interest in an asset, and includes payment of money, release, lease, license, and creation of a lien or other encumbrance.” California Civil Code § 3439.01(m).

1 Definitions under the California Uniform Voidable Transactions Act also provide that: “‘Asset’
2 means **property** of a debtor, but the term **does not include** the following:

3 (1) Property to the extent it is encumbered by a valid lien.

4 (2) Property to the extent it is generally exempt under nonbankruptcy law.” California
5 Civil Code, § 3439.01(a).
6

7 **Debtor’s previous property residence was sold on October 31, 2018, was exempted**
8 **under California’s exemption laws** and is excluded from the definition of an asset that can be
9 subject to a claim that of being a fraudulent transfer. This exemption has been explained by one
10 California court in 2019, “the [California] UVTa defines an asset as the ‘property of a debtor,’
11 excluding property ‘to the extent it is encumbered by a valid lien[,]’ and ‘to the extent it is
12 generally exempt under nonbankruptcy law.’ ([California Civil Code] § 3439.01, subd. (a).)
13

14 As noted by the Legislative Committee Comments, the definition of asset ‘requires a
15 determination that the property is subject to enforcement of a money judgment.

16 Under **Section 704.210 of the Code of Civil Procedure**, property **that [is not]** subject to
17 enforcement of a money judgment is exempt.’ (Legis. Com. com., 12A pt. 2 West’s Ann. Civ.
18 Code (2016 ed.) foll. § 3439.01, p. 253.)” Potter v. Alliance United Ins. Co. (2019) 37
19 Cal.App.5th 894, 906.
20

21 The decision follows a 1994 California court of appeal opinion: “It has long been the rule
22 that a gift, sale, or pledge of any part of a homestead cannot, under any circumstances, be with
23 intent to defraud a creditor not having a lien upon the premises, for a creditor is not entitled to
24 complain of the transfer by the debtor of an asset which he could not have reached, had the
25 debtor retained it. If the homestead is valid, no attempted disposition or conveyance of the
26 property, however fraudulent, injures the creditor. For such act, leaves the creditor in the same
27 position in which he would have been before it was done.
28

1 A Debtor's attempt to defeat her creditors is not commendable, such conduct neither
2 enlarges plaintiff's rights, nor gives him benefits as punishment of debtor. In such circumstances
3 the defendant's motives are immaterial." Tassone v. Tovar (1994) 28 Cal.App.4th 765, 768
4 (quoting Oppenheim v. Goodley (1957) 148 Cal.App.2d 325, 328).

5
6 "Mehrtash [v. Mehrdash (2001) 93 Cal.App.4th 75, 80] rightly affirmed the longstanding
7 principle that injury-in-fact is an essential element of a claim under the UFTA [Uniform
8 Fraudulent Transfer Act] , and we follow that principle in the present case. A creditor has not
9 been injured unless the transfer puts beyond reach property the creditor ***could subject to payment***
10 ***of his or her debt.***" Fidelity National Title Ins. Co. v. Schroeder (2009) 179 Cal.App.4th 834,
11 845.

12
13 The *Fidelity* court continued that: "Rather, we reiterate and adopt the following language
14 of the *Mehrtash* opinion: 'Even assuming the allegedly fraudulent conveyance were set aside and
15 the property were hypothetically available to enforce the plaintiff's money judgment, it could not
16 be sold without a court order because it is the [debtor's dwelling], and could not be sold without
17 a minimum bid equal to [all] encumbrances and senior liens [plus] the homestead exemption.
18 The plaintiff produced no evidence that the value of the property could support any net recovery
19 for her in the event the conveyance were set aside.' (*Mehrtash, supra*, 93 Cal.App.4th at p. 81)
20 The evidence at trial showed that *Fidelity* could not have obtained any net recovery if the transfer
21 were set aside and a forced sale of the property was sought." Fidelity National Title Ins. Co. v.
22 Schroeder (2009) 179 Cal.App.4th 834, 847.

23
24
25 A number of secondary sources have also discussed this requirement of an of an "injury"
26 to creditor required to attack a transfer as fraudulent under California law. *See Requirement of*
27 *Injury to Creditor.*, 8 Witkin, Cal. Proc. 5th Enf Judgm § 497 (2020); 16A Cal. Jur. 3d Creditors'
28 Rights and Remedies § 406 ("A creditor [has not] been injured unless the transfer puts beyond

1 the creditor's reach property that he or she otherwise would be able to subject to the payment of
2 his or her or her debt"); Prelawsuit Considerations, Cal. Prac. Guide Enf. J. & Debt (Rutter
3 Group 2020) Ch. 3-C, 3:318.1 (*"Mehrtash v. Mehrdash"* (2001) 93 CA4th 75, 81, 112 CR2d 802,
4 806—real property conveyance not fraudulent where plaintiff not injured (no evidence that value
5 of property could support net recovery with mortgages, senior liens and homestead exemption)").
6

7 **Transferring a Home with No Equity May be Excluded from California's Fraudulent**
8 **Transfer Laws**

9 The law is that: "A transfer in fraud of creditors may be attacked only by one who is
10 injured by the transfer. A creditor [does not] sustain injury unless the transfer puts beyond his
11 reach property which he otherwise would be able to subject to the payment of his debt." *Haskins*
12 *v. Certified Escrow & Mortg. Co.*, (1950) 96 Cal. App. 2d 688, 691.

13 Since Houser Bros Co, Huntington Beach Gables Homeowners Association or Janine
14 Jasso, [would not] have benefited from collecting on a debtor's property with no equity,
15 transferring such property should generally not be considered a fraudulent conveyance.
16

17 Priority claims are paid ahead of general unsecured creditors but may not be paid out of
18 encumbered assets absent secured creditor consent or application of § 506(c). *See Gravel, Shea*
19 *& Wright, Ltd. v. Bank of New England (In re New England Carpet Co.)*, 744 F.2d 16, 17 (2d
20 Cir. 1984); *General Elec. Credit Corp. v. Levin & Weintraub (In re Flagstaff Foodservice*
21 *Corp.)*, 739 F.2d 73, 76 (2d Cir. 1984); *In re Trim-X, Inc.*, 695 F.2d 296, 301 (7th Cir. 1982); *In*
22 *re American Resources Management Corp.*, 51 B. R. 713, 721 (Bankr. D. Utah 1985).
23

24 For all of the above reasons, Debtor respectfully requests this Court deny the Motion by
25 Houser Bros Co., Huntington Beach Gables Homeowners Association and Janine Jasso, Esq. all
26 interested parties objecting to debtors claimed homestead exemption.
27
28

1 I declare under penalty of perjury of the laws of the State of California the foregoing to
2 be true and correct to the best of my ability, information and belief.

3 Signed July 26th 2022, at Huntington Beach. CA County of Orange

4
5 Respectfully Submitted,

6 Dated: July 26, 2022

7 By: Jamie Lynn Gallian
8 JAMIE LYNN GALLIAN
9 Debtor, IN PRO PER
10
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Case 8:21-bk-11710-SC Doc 157 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

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500 S. Main Street, First Floor, Suite 103
Orange, CA 92868-4512
or
P. O. Box 628
Santa Ana, CA 92702-0628



CLAUDE PARRISH
COUNTY ASSESSOR
Telephone: (714) 834-3821
FAX: (714) 834-2565
www.ocassessor.gov

ESTABLISHED 1889

OFFICE OF THE ASSESSOR

July 21, 2022

891-569-62 HX

GALLIAN, JAMIE LYNN
16222 MONTEREY LN, SPC 376
HUNTINGTON BEACH, CA 92649

SUBJECT: Assessor Parcel Number: 891-569-62

Property Address: 16222 MONTEREY LN, UNIT 376, HUNTINGTON BEACH

The Homeowners' Exemption on the above property has been active in Orange County as of **02-25-2021**

Claimant Name: GALLIAN, JAMIE LYNN

If you have any questions, please call our office at (714) 834-3821.

Sincerely,

CLAUDE PARRISH
County Assessor

By
Exemptions Division

HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF A PERMANENT
RECORD OF THE ASSESSOR'S OFFICE.
ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
COUNTY ASSESSOR

BY *Neil Sad*

2022 JUL 21 PM 2:22
CLAUDE PARRISH
ORANGE COUNTY ASSESSOR

A002-994 (R 09/19)

000042

Case 8:21-bk-11710-SC Doc 157 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

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2022-23 Secured Assessment Roll

CLAUDE PARRISH, ORANGE COUNTY ASSESSOR

Full Parcel Report: Page 1 of 1

As of January 1st, 2022

Parcel No: 891-569-62	Tax Rate Area: 04-902	Property Type: MOBILE HOME
Owner / Mailing Address		
Assessee: GALLIAN, JAMIE LYNN		
Address: 16222 MONTEREY LN, SPC, 376		
City, State: HUNTINGTON BEACH, CA		
Zip: 92649		
Description		
Assessed Value	Exemptions	Dates
Land: 0	Exe Type: HOMEOWNER	Land BaseYear: 2021
Improvement: 0		Improvement Base Year: 2021
Personal Property: 86,339		Tax Lien Status:
Other: 0		
Gross: 86,339		
Less Exemption: 7,000		
Net: 79,339		
Sale History		
Reference Number: M2085154		
Additional Information		
Legal Description: T MHP RANDRE MSP 376		

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF A PERMANENT
RECORD OF THE ASSESSOR'S OFFICE.
ORANGE COUNTY, CALIFORNIA



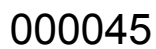
CLAUDE PARRISH
COUNTY ASSESSOR

BY *Neil*

2022 JUL 21 PM 2:18
ORANGE COUNTY ASSESSOR
CLAUDE PARRISH

$1'' = 510'$
$$\begin{array}{c|c} 19 & 20 \\ \hline 30 & 29 \end{array}$$

AR 178-011-1



DM 23

CITY OF

ORANGE COUNTY, CALIFORNIA

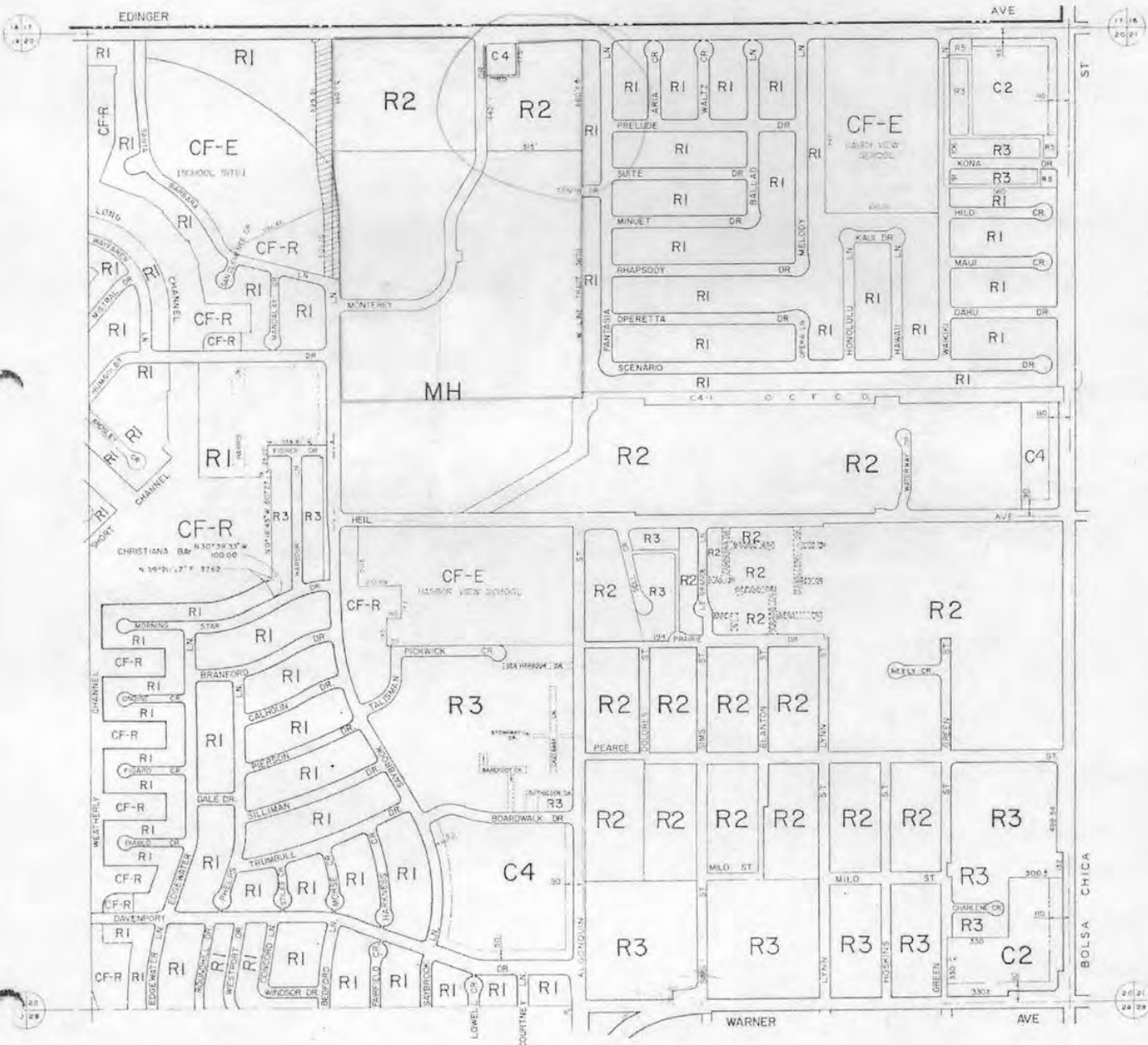
247, 292, 367, 398, 403, 410, 415, 425, 434, 406, 459, 460, 478, 66-10, 66-26
481, 498, 530, 66-53, 66-72, 67-22, 67-29, 67-30, 68-33, 68-26, 69-4, 70-19, 71-20(B), 71-20(C), FPA 772.

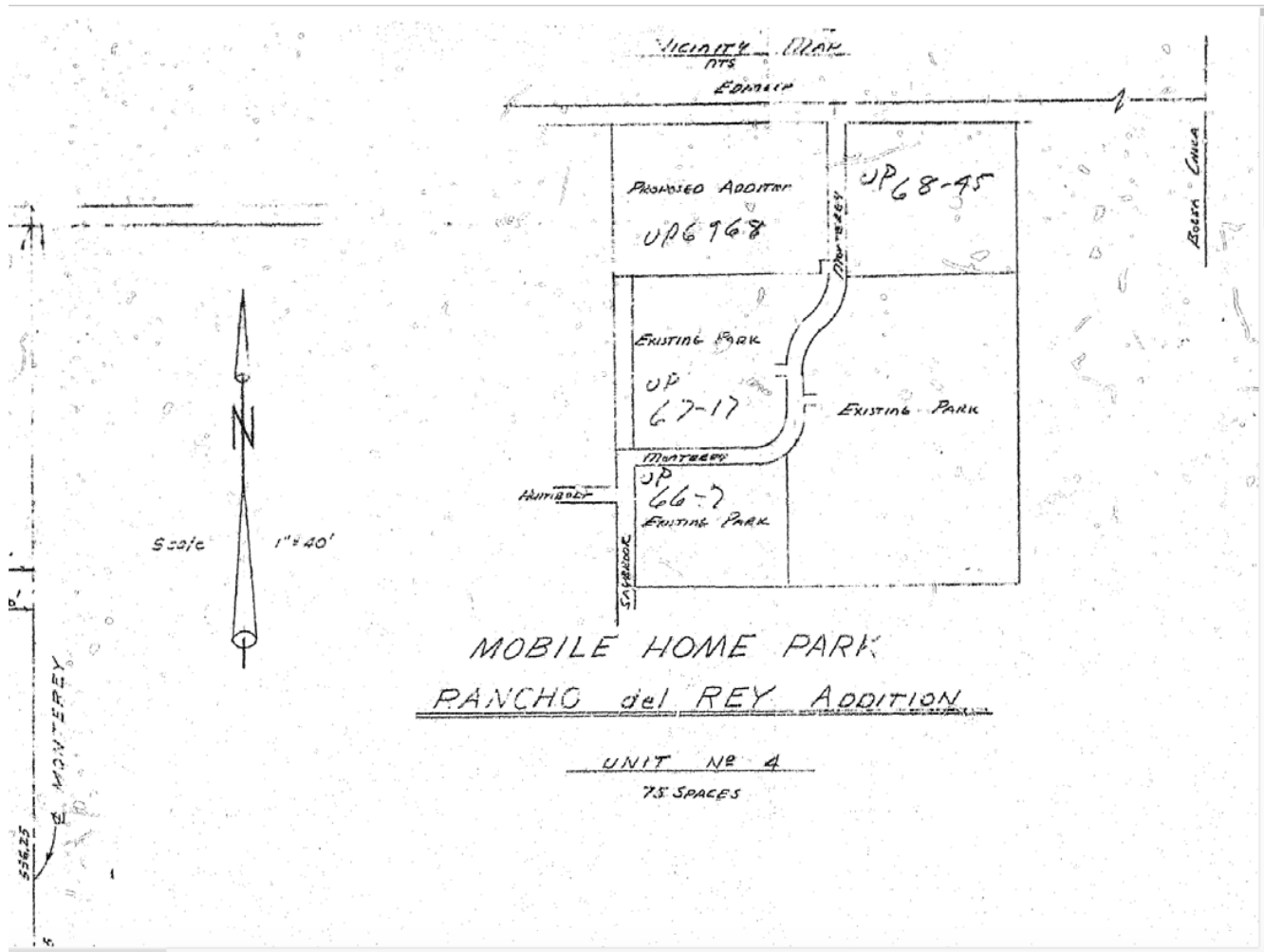
CITY COUNCIL ORDINANCE NO. 804

AMENDED	ORD. NO.	AMENDED	ORD. NO.
6-4-62	307	5-16-66	1210
6-24-63	978	7-18-66	1228
10-7-63	1007	12-18-66	1238
3-3-64	1043	3-6-67	1304
4-6-64	1045	9-18-67	1349
4-20-64	1048	12-18-67	1375
5-4-64	1054	11-18-68	1451
5-18-64	1056	2-17-69	1471
6-1-64	1059	4-7-69	1488
8-15-64	1070	7-7-71	1620
11-2-64	1098	12-20-71	1692
12-7-64	1106	7-3-72	1693
10-18-65	1163	7-18-77	2207
11-1-65	1164		

ALL DIMENSIONS ARE IN FEET
ANY ZONE ADJOINING ANY RIGHT OF WAY
IS INTENDED TO EXTEND TO THE CENTER
OF SUCH RIGHT OF WAY

<input type="checkbox"/> R1	SINGLE FAMILY RESIDENCE DISTRICT
<input type="checkbox"/> R5	OFFICE PROFESSIONAL DISTRICT
<input type="checkbox"/> C2	COMMUNITY BUSINESS DISTRICT
	FRONT YARD SETBACK LINE
<input type="checkbox"/> R3	LIMITED MULTIPLE FAMILY RESIDENCE DISTRICT
<input type="checkbox"/> R2	TWO FAMILY RESIDENCE DISTRICT
<input type="checkbox"/> C4	HIGHWAY COMMERCIAL DISTRICT
<input type="checkbox"/> C6	COMMUNITY FACILITIES EDUCATION DISTRICT
<input type="checkbox"/> C8	COMMUNITY FACILITIES RECREATIONAL DISTRICT
<input type="checkbox"/> M1	MOBILEHOME DISTRICT
<input type="checkbox"/> P	PRECISE PLAN ALIGNMENT





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Main Document Page 41 of 150

Units 1, 2, 3 and 4 of Lot 2 of the following:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

Proposed Tract No. 10542, being a subdivision of the following:

A portion of the northeast one quarter (1/4) of the northwest one quarter (1/4) of Section 20, Township 5 south, Range 11 west, in the Rancho Las Bolsa Chica, as shown on a map recorded in book 51, page 13 of Miscellaneous Maps, records of said Orange County, being described as follows:

Parcel 1 of a map filed in book 108, page 48 of Parcel Maps.

NOTICE OF COMPLIANCE WITH CONDITIONS ON TRACT
AUTHORIZATION FOR RELEASE FOR RECORDING

TO: City Clerk
FROM: PLANNING DEPARTMENT
James W. Palin

Date August 7, 1971

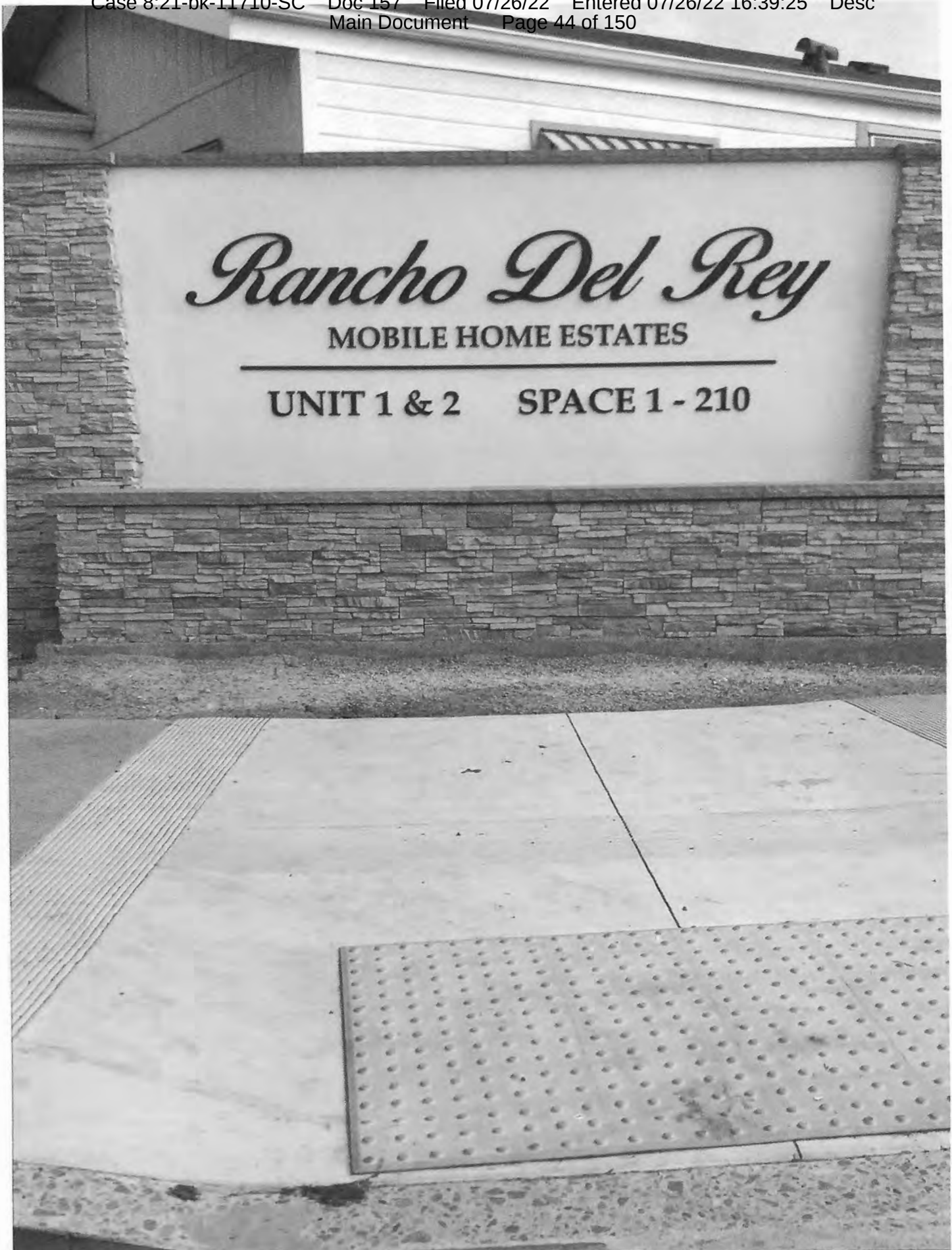
TRACT NO. 10542

RECREATION & PARKS FEES PAID 11.512.00

Other: _____

James W. Palin
(Signature)

000050







000053



000054

Case 8:21-bk-11710-SC Doc 157 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Main Document Page 48 of 150

Title Chain & Lien Report**16222 Monterey Ln, Huntington Beach, CA 92649-6214**

APN: 178-011-16

Orange County Data as of: 08/03/2020

Search Start Date: 01/01/1967 Start Date: 01/01/1967
Search End Date: 08/19/2020 End Date: 08/19/2020

Date	Type	Grantor	Grantee	Document #	Doc Ref.
10/22/1979	Lease	Warmington Robert	Robert P Warmington	13362.317	
10/22/1979	Lease	Houser Bros	Warmington Robert	13362.320	
11/06/1979	Cancellation	Houser Bros		13383.1868	
12/06/1979	Lease	Houser Bros	Warmington Robert	13424.499	
12/06/1979	Lease	Warmington Robert	Robert P Warmington	13424.504	
09/02/1980	Plat, County Miscellaneous Plat			13726.1096	
09/02/1980	Plat, County Miscellaneous Plat			13726.1130	
09/02/1980	Plat, County Miscellaneous Plat			13726.1166	
09/02/1980	Plat, County Miscellaneous Plat			13726.1202	
09/02/1980	Plat, County Miscellaneous Plat			13726.1232	
09/02/1980	Plat, County Miscellaneous Plat			13726.1268	
09/02/1980	Plat, County Miscellaneous Plat			13726.1304	
09/02/1980	Plat, County Miscellaneous Plat			13726.1340	
09/02/1980	Plat, County Miscellaneous Plat			13726.1099	
09/02/1980	Plat, County Miscellaneous Plat			13726.1133	
09/02/1980	Plat, County Miscellaneous Plat			13726.1169	
09/02/1980	Plat, County Miscellaneous Plat			13726.1205	
09/02/1980	Plat, County Miscellaneous Plat			13726.1235	
09/02/1980	Plat, County Miscellaneous Plat			13726.1271	
09/02/1980	Plat, County Miscellaneous Plat			13726.1307	
09/02/1980	Plat, County Miscellaneous Plat			13726.1343	
09/08/1980	Plat, County Miscellaneous Plat			13733.192	
09/08/1980	Plat, County Miscellaneous Plat			13733.272	
09/08/1980	Plat, County Miscellaneous Plat			13733.195	

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Main Document Page 49 of 150

09/08/1980	Plat, County Miscellaneous Plat			13733.275	
09/26/1980	Plat, County Miscellaneous Plat			13760.957	
10/03/1980	Release			13773.4	
10/03/1980	Release			13773.7	
10/10/1980	Plat, County Miscellaneous Plat			13783.1726	
10/10/1980	Plat, County Miscellaneous Plat			13783.1779	
10/10/1980	Plat, County Miscellaneous Plat			13783.1729	
10/10/1980	Plat, County Miscellaneous Plat			13783.1782	
10/14/1980	Plat, County Miscellaneous Plat			13787.1775	
10/14/1980	Plat, County Miscellaneous Plat			13787.1828	
10/14/1980	Plat, County Miscellaneous Plat			13787.1778	
10/14/1980	Plat, County Miscellaneous Plat			13787.1831	
10/17/1980	Plat, County Miscellaneous Plat			13793.949	
10/17/1980	Plat, County Miscellaneous Plat			13793.952	
07/06/1990	Deed	Houser Bros	Houser Bros	1990.357100	
07/06/1990	Deed Of Trust	Houser Bros	Union Bank	1990.357101	342851
^ 07/21/1997	Amendment	Houser Bros		1997.342851	
10/06/1993	Deed	Malmberg Jack N &	Malmberg Jack N &	1993.678726	
10/08/1993	Declaration Of Homestead	Sullivan John L		1993.686386	
01/27/1994	Declaration Of Homestead	Gibbons Robert L		1994.66495	
07/13/1994	Declaration Of Homestead	Hunn Nancy C		1994.451177	
01/28/1997	Declaration Of Homestead	Rounds Royal E		1997.40615	
07/31/1998	Reconveyance			1998.499256	
06/19/2000	Declaration Of Homestead	Newton Carol A		2000.321481	
08/23/2007	Declaration Of Homestead	Moomau Linda Charl		2007.523219	
09/15/2014	Declaration Of Homestead	Radzinski Linda M		2014.372099	
05/22/2017	Declaration Of Homestead	Vanzyl Yvonne H		2017.208348	

Liens, Filings & Judgments

16222 Monterey Ln, Huntington Beach, CA 92649-6214

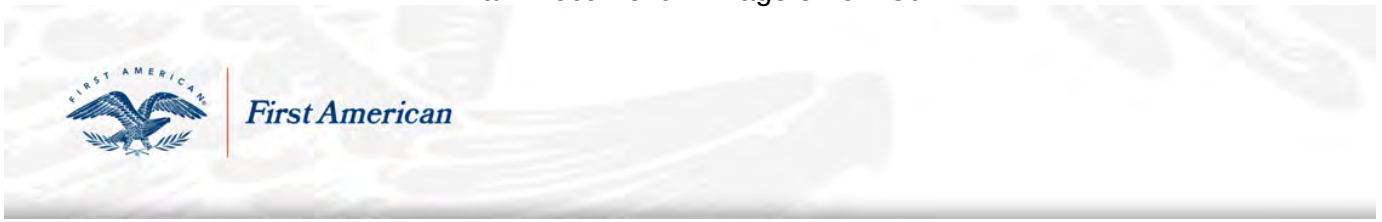
Search Start Date: 01/01/1967
Search End Date: 08/19/2020

Name(s) Searched: Houser Bros Co, Houser Bros Co Trust
Match: Exact

Date	Type	Subject Name	Document #	Doc Ref.
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Case 8:21-bk-11710-SC Doc 157 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Main Document Page 50 of 150

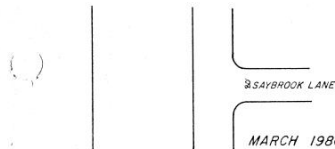
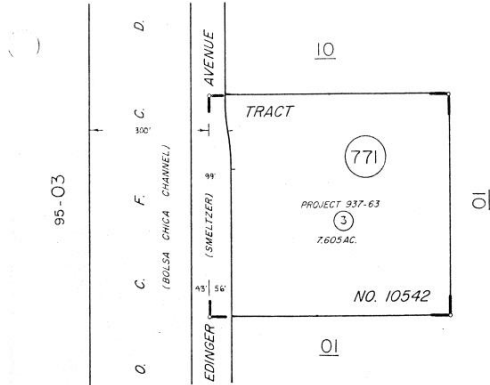
06/10/1971	Certificate Of Partnership	Houser	9672.175	
07/31/1972	Certificate Of Partnership	Houser Bros	10251.992	
08/17/1976	Amendment	Houser	11854.900	
09/23/1980	Plat, County Miscellaneous Plat	Houser Bros	13754.281	
09/23/1980	Plat, County Miscellaneous Plat	Houser Bros	13754.291	
11/04/1983	Lien	Houser Bros	1983.499211	282543
^ 07/31/1985	Release	Houser Bros	1985.282543	
05/02/1989	Amendment	Houser	1989.232116	
07/06/1990	Deed Of Trust	Houser Bros	1990.357101	342851
^ 07/21/1997	Amendment		1997.342851	
07/09/1990	Certificate Of Partnership	Houser Bros	1990.361236	
07/31/1998	Reconveyance		1998.499256	
11/09/2004	Certificate Of Delinquency Of Personal Property Tax	Houser Bros CX	2004.1008431	
11/09/2004	Certificate Of Delinquency Of Personal Property Tax	Houser Bros CX	2004.1008432	
04/03/2006	State Tax Lien	Houser Brothers	2006.219506	409646
^ 07/30/2009	Release	Houser Brothers	2009.409646	
12/03/2008	State Tax Lien	Houser Brothers	2008.557266	409647
^ 07/30/2009	Release	Houser Brothers	2009.409647	
07/01/2009	Release	Houser Brothers	2009.347624	
12/03/2010	State Tax Lien	Houser Brothers	2010.652383	157636
^ 03/28/2011	Release	Houser Brothers	2011.157636	
06/14/2011	Release	Houser	2011.290442	
12/06/2011	Certificate Of Delinquency Of Personal Property Tax	Houser Bros	2011.636007	
12/06/2011	Certificate Of Delinquency Of Personal Property Tax	Houser Bros	2011.636008	
11/07/2014	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2014.469087	
11/07/2014	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2014.469088	
11/08/2016	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2016.564698	
11/19/2019	Certificate Of Delinquency Of Personal Property Tax	Houser Bros Co	2019.480966	8699
^ 01/08/2020	Release	Houser Bros Co	2020.8699	



myFirstAm® Tax Map

4476 Alderport Dr #53, Huntington Beach, CA 92649

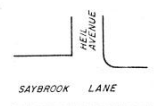
178-77



TRACT NO. 10542 M.M. 456-49,50

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

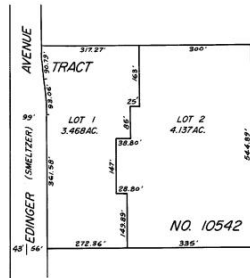
ASSESSOR'S MAP
BOOK 178 PAGE 77
COUNTY OF ORANGE



THIS MAP WAS PREPARED FOR ORANGE COUNTY
ASSESSOR DEPT. PURPOSES ONLY. THE ASSES-
SOR MAKES NO GUARANTEE AS TO ITS ACCURACY
NOR ASSUMES ANY LIABILITY FOR OTHER USES.
NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
COPYRIGHT ORANGE COUNTY ASSESSOR

PROJECT 937-63
LOCATED ON A.P. 178-771-03

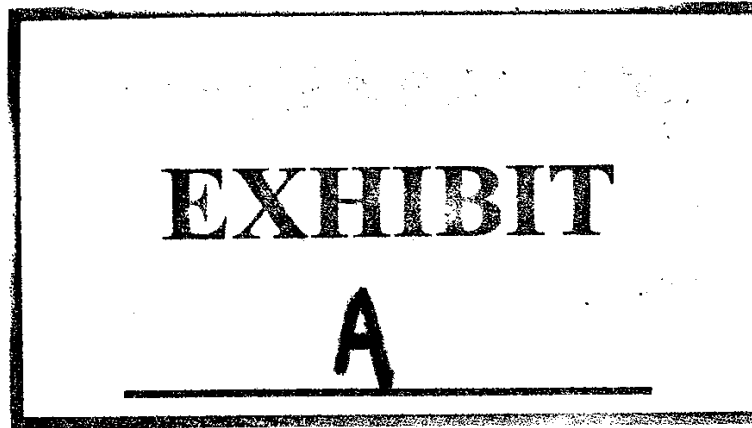
1"=200'



Page 2 of 2
178-77

CONDOMINIUM INDEX, TRACT NO. 10542				CONDOMINIUM INDEX, TRACT NO. 10542			
PROJECT NO. 937-63	TRACT NO. 10542	NO. LOTS 2	A.P. NO. 178-771-03	PROJECT NO. 937-63	TRACT NO. 10542	NO. LOTS 2	A.P. NO. 178-771-03
Billing No.	Located on Lot	Unit No.	Common Area	Billing No.	Located on Lot	Unit No.	Common Area
937-63-001	Lot 2	1	Und 1/80 Int in Lots 1 & 2	937-63-041	Lot 1	41	Und 1/80 Int in Lots 1 & 2
937-63-002	"	2	"	937-63-042	"	42	"
937-63-003	"	3	"	937-63-043	"	43	"
937-63-004	"	4	"	937-63-044	"	44	"
937-63-005	"	5	"	937-63-045	"	45	"
937-63-006	"	6	"	937-63-046	"	46	"
937-63-007	"	7	"	937-63-047	"	47	"
937-63-008	"	8	"	937-63-048	"	48	"
937-63-009	"	9	"	937-63-049	"	49	"
937-63-010	"	10	"	937-63-050	"	50	"
937-63-011	"	11	"	937-63-051	"	51	"
937-63-012	"	12	"	937-63-052	"	52	"
937-63-013	"	13	"	937-63-053	"	53	"
937-63-014	"	14	"	937-63-054	"	54	"
937-63-015	"	15	"	937-63-055	"	55	"
937-63-016	"	16	"	937-63-056	"	56	"
937-63-017	"	17	"	937-63-057	"	57	"
937-63-018	"	18	"	937-63-058	"	58	"
937-63-019	"	19	"	937-63-059	"	59	"
937-63-020	"	20	"	937-63-060	"	60	"
937-63-021	"	21	"	937-63-061	"	61	"
937-63-022	"	22	"	937-63-062	"	62	"
937-63-023	"	23	"	937-63-063	"	63	"
937-63-024	"	24	"	937-63-064	"	64	"
937-63-025	"	25	"	937-63-065	"	65	"
937-63-026	"	26	"	937-63-066	"	66	"
937-63-027	"	27	"	937-63-067	"	67	"
937-63-028	"	28	"	937-63-068	"	68	"
937-63-029	"	29	"	937-63-069	"	69	"
937-63-030	"	30	"	937-63-070	"	70	"
937-63-031	"	31	"	937-63-071	"	71	"
937-63-032	"	32	"	937-63-072	"	72	"
937-63-033	"	33	"	937-63-073	"	73	"
937-63-034	"	34	"	937-63-074	"	74	"
937-63-035	"	35	"	937-63-075	"	75	"
937-63-036	"	36	"	937-63-076	"	76	"
937-63-037	"	37	"	937-63-077	"	77	"
937-63-038	"	38	"	937-63-078	"	78	"
937-63-039	"	39	"	937-63-079	"	79	"
937-63-040	"	40	"	937-63-080	"	80	"

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Main Document Page 53 of 150



GROUND LEASE

THIS GROUND LEASE (herein referred to as the "Lease"), is made as of this 19th day of October, 1999, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners (herein termed the "Landlord"), whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 and ROBERT P. WARMINGTON, a married man (herein termed the "Tenant"), whose address is 16592 Hale Avenue, Irvine, California 92714 upon the following terms and conditions:

ARTICLE I
THE LEASED LAND

For and in consideration of the payment of the rentals, taxes and other charges covenanted to be paid by Tenant and of the performance of all the covenants and conditions hereinafter covenanted and provided to be observed and performed by Tenant, the Landlord hereby leases to Tenant and Tenant hereby hires from Landlord that certain parcel of real property (herein termed the "leased land"; the term "leased land" and "leased premises" may be used interchangeably), situated in the County of Orange, State of California, described on Exhibit A attached hereto and by this reference made a part hereof for the term, at the rental, for the uses and purposes, and upon and subject to the covenants, conditions and restrictions hereinafter set forth. The demise of the leased land is made subject to taxes and assessments for the current fiscal year, not yet delinquent and subject to covenants, conditions, reservations, restrictions, easements, rights and rights-of-way of record.

ARTICLE II
TERM

The term of this Lease shall be for a period of eighty (80) years commencing on the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter, unless sooner terminated, as hereinafter provided. Tenant shall have no option to extend the term of this Lease. This Lease shall terminate as to any portion of the leased land which is sold and conveyed as hereinafter provided. As hereinafter provided, this Lease shall terminate as to any portion of the leased land which is sold and conveyed unless Tenant elects to enter into an Affiliate Sublease or a Consumer Sublease.

ARTICLE III
USE AND DEVELOPMENT

3.01 Use.

At all times during the term of this Lease, Tenant shall be entitled to use the leased land, buildings and

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other improvements constructed thereon for single family residential use and for other purposes incidental thereto, including, without limitation, recreational facilities and sales offices, and Tenant may subdivide the leased land in connection with such single family residential use and development. Tenant covenants and agrees that it will not use or suffer or permit the leased land, buildings and other improvements constructed thereon to be used in a manner which would constitute waste or which would constitute a public or private nuisance. It is expressly understood and agreed that Tenant's construction activities upon the leased land shall not be deemed to constitute waste. As used in the foregoing, "single family residential use" includes condominiums, planned unit developments and other multiple unit developments of a similar nature.

3.02 Compliance with Laws.

Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land, buildings and other improvements constructed thereon, or the use or manner of use of the leased land. Tenant accepts the leased land in the actual condition of the same as of the date of this Lease.

3.03 Contest.

Tenant shall have the right, after notice to Landlord, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted by and at the expense of Tenant and so long as Landlord shall not thereby suffer any civil, or be subject to any criminal penalties or sanctions, and Tenant shall properly protect and save harmless Landlord against any liability and claims for any such noncompliance or postponement of compliance.

3.04 Development of the Leased Land; Dedications.

3.04.01 Lessor's Cooperation: Power of Attorney.

(a) Landlord and Tenant (at no expense to Landlord other than Landlord's time) shall take such actions and shall execute such instruments, documents, applications and/or certificates as Tenant may deem reasonably necessary or desirable to obtain requisite governmental approvals for the proposed development of the leased land or any portion thereof and/or to facilitate use and development of all or any portion of the leased land for the use permitted in Section 3.01 above, including, but not limited to, execution and delivery of the following:

(i) Instruments of dedication conforming with the provisions of this Section 3.04;

(ii) Public utility conveyances;

(iii) Applications to federal, state and local governmental agencies, together with all other instruments and documents reasonably necessary in order to obtain permits, reports, public reports, zoning, conditional use permits, variances and similar type items necessary for the proposed use and development; and

(iv) Certificates to be affixed to subdivision maps, parcel maps, condominium plans and plans pertaining to the residential development.

(b) Without limiting the foregoing, Landlord agrees to cooperate with Tenant in the development of the leased land in the manner of development set forth in Section 3.01 above, including, without limitation, attending a reasonable number of meetings with Tenant and/or jurisdictional government agencies.

(c) In furtherance of paragraph (a) above, Landlord will, within three (3) days of a request from Tenant, execute, by one of its general partners who are named as signatories to this Lease, all of the documents or instruments described in paragraph (a). If one of said named individuals has not executed such documents on behalf of Landlord within said period of time because of their unavailability or otherwise, Landlord, as provided in the Ground Lease (Short Form - Memorandum) executed by the parties concurrently herewith, hereby appoints Tenant as Landlord's attorney-in-fact to sign any and all of such documents. Notwithstanding the execution of any of such documents by Tenant as Landlord's attorney-in-fact, Landlord agrees to execute any and all of such documents upon request therefor by Tenant. In any event, Tenant shall promptly supply Landlord with copies of any document signed by Tenant as Landlord's attorney-in-fact.

3.04.02 Dedications. In connection with the subdivision and development of the leased land, Tenant may cause subdivision tract maps to be filed of record which will show streets within the subdivision intended for use of the "Buyers of Lots", as such terms are defined herein, and their licensees, invitees, tenants, and servants; and, with respect to such streets, and all utility easements and rights-of-way, Tenant may, at its option, offer for dedication for public use thereof only its respective leasehold interest therein, in which event Landlord shall be required to offer for dedication for public use its respective leasehold interest therein; provided, however, that the reversionary interest of Landlord in the fee simple estate of the real property comprising the leased land therein will not be offered for dedication for public use upon the recording of any such subdivision tract maps or public

utility conveyances unless required by the utility or the City of Huntington Beach; or, provided further, Landlord shall complete the dedications of the property of Landlord pursuant to proceedings for Tentative Parcel Map No. 77-7 dated June 8, 1977 (subject to the undertakings of Tenant, at no cost to Landlord to improve such areas within Edinger Avenue required pursuant to the proceedings for Tentative Parcel Map 77-7).

3.05 Construction.

Except as to offsite improvements which Tenant shall construct pursuant to the proceedings under Tentative Parcel Map No. 77-7, during the term of this lease Tenant shall have the right, but not the duty, to construct buildings and improvements upon the leased land. All buildings and improvements now or hereafter constructed or located on the leased premises by Tenant shall be the property of Tenant.

Landlord shall have the right to approve, for architectural treatment, color and external appearance of materials and the elevation design of the improvements which Tenant intends to construct on the leased land prior to the commencement of the construction of such improvements. Landlord shall not unreasonably withhold such approval and Landlord's sole consideration for granting or withholding such approval shall be the preservation of the esthetics of the leased land in reasonable harmony with the improvements to Landlord's adjoining mobile home park. Within thirty (30) days of delivery to Landlord of plans showing the foregoing, Landlord shall either approve such plans in writing or give written notice to Tenant of Landlord's disapproval, specifying the reasons therefor. Failure to so disapprove such plans within such time period shall be deemed approval thereof. In the event of such disapproval, Tenant shall submit revised plans for Landlord's approval as aforesaid, except that Landlord's time for approving or disapproving said plans shall be shortened to ten (10) days. If Landlord disapproves the revised plans, all rental payments hereunder shall abate until the revised plans are either approved or deemed approved pursuant to the aforesaid procedure for revised plans. If such plans are not approved or deemed approved within ninety (90) days of their original submission to Landlord, Tenant may, at its option, terminate this lease by written notice to Landlord. After such plans are approved or deemed approved as aforesaid, Tenant shall have the right, without the necessity of obtaining Landlord's consent, to make minor changes to such plans which do not substantially affect the esthetic harmony of the improvements to be built on the leased land with Landlord's adjacent mobile home park. However, Tenant shall promptly deliver to Landlord copies of all such changes as they are made.

Construction of improvements to the leased premises shall be made in all cases subject to the following conditions which Tenant covenants and agrees to observe and perform: (a) no construction shall be undertaken until Tenant shall have procured and paid for, so far as the same

may be required from time to time, all municipal and other governmental permits and any authorizations of the various municipal departments and government subdivisions having jurisdiction, and the Landlord agrees to join, at the expense of the Tenant, in the application for any such permits or authorizations whenever such action is necessary; and (b) all work done in connection with such construction shall be done promptly using quality materials and in a good and workmanlike manner at no cost or expense to Landlord and in compliance with the applicable municipal building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof; the cost of all construction shall be paid in cash or its equivalent, so that the leased land shall at all times be free of liens for labor and materials supplied to the leased land.

Tenant agrees to (i) indemnify Landlord against and to hold Landlord harmless from any and all damages of any nature suffered by owners of adjacent property (including Landlord) by reason of the acts or negligence of Tenant on the leased land; and (ii) protect the land and improvements of adjoining owners (including Landlord) against damage caused by said construction and improvements of the leased land as required by law.

Landlord shall have the right at any time and from time to time to post and maintain on the leased land such notices as may be necessary to protect the leased land and Landlord from mechanic's liens, materialmen's liens or liens of a similar nature. On or before ten (10) days prior to the commencement of any work of improvement by Tenant on the leased land, Tenant shall give notice thereof to Landlord and with the date expected by Tenant for the commencement of such construction.

Tenant may at any time alter, improve or remodel any building, structure or other improvement constructed or placed by Tenant on the leased land.

3.06 Residential Leases.

3.06.01 Definitions.

(a) The term "Placed under Development" for purposes of this Lease shall mean all those portions of the leased land which shall, subsequent to the date hereof, be made the subject of a recorded subdivision map or parcel map (including all streets, easements and rights-of-way within the areas covered by any such subdivision map or parcel map), together with those portions of the leased land hereafter conveyed or dedicated by Tenant for public utility purposes.

(b) The term "Lot" shall mean any lot into which the leased land or any portion thereof has been subdivided, and as used herein, shall include, without limitation, any condominium into which the leased land or

any portion thereof has been divided pursuant to the provisions of Section 1350, et seq., of the California Civil Code.

(c) The term "Buyer" is defined to mean any person, firm or corporation who is a purchaser of any structure located or to be located upon any Lot and who executes a Residential Lease or a Consumer Sublease as lessee.

(d) The term "Sold and Conveyed", as used herein, is defined to mean the execution and delivery of a Residential Lease or a Consumer Sublease, the term of which shall (i) commence concurrently with delivery; (ii) in the case of a Residential Lease be equivalent with the then remaining term of this Lease; and (iii) in the case of a Consumer Sublease be equivalent to the then remaining term of this Lease less one (1) day.

(e) The term "Residential Lease", as used herein, shall mean a lease between Landlord and any Buyer (and the homeowners association in the case of common facilities with appropriate modifications) in the form attached hereto as Exhibit "B", and by this reference incorporated herein and made a part hereof as if set forth in full herein, with appropriate modification if the improvements are sold as condominiums.

(f) The term "Consumer Sublease" shall be defined in Section 3.08(b) below.

3.06.02 Execution of Residential Leases.

(a) After Tenant shall have first obtained the appropriate governmental approvals, Tenant may offer the Lots be Sold and Conveyed to the general public together with, at the election of Tenant, an appurtenant membership in any homeowners association organized and incorporated to be the lessee of a Residential Lease of the common facilities, hereafter provided and/or to administer subdivision servitudes. It is the intention of the parties that Tenant shall sell the building and other improvements it constructs on the Lots to Buyers. All amounts received by Tenant upon the sale of improvements shall be the sole property of Tenant, and the Landlord shall not be entitled to any portion thereof.

(b) When each Lot is Sold and Conveyed Landlord will execute, within fifteen (15) days following the request of Tenant, individual Residential Leases with the Buyers. Each Residential Lease shall be subject to no monetary encumbrances other than current taxes; however each Lot shall, at the election of Tenant, be subject to subdivision servitudes (if such be the case, such servitudes shall be mutually approved in writing by Landlord, who agrees not to unreasonably withhold its consent, and by Tenant) and each Buyer's estate shall be subject to appropriate assessments for upkeep and replacement of common

facilities. This Lease shall, upon the commencement of the lease term of each Residential Lease, terminate as to the real property covered by the Residential Lease. The improvements on any Lot shall remain the sole property of the Buyer. This Lease shall also terminate upon the conveyance or dedication of any portion of the leased land to a public entity or public utility.

(c) At all times the total of the basic rental remaining payable under this Lease and the basic rental payable under the aggregate of the Residential Leases shall be equal to the rental payable under Article IV of this Lease as if no Lots had been Sold and Conveyed. For the purposes of the foregoing, each Residential Lease, which may be terminated by Landlord, as lessor, by reason of an event of default by the Buyer under a Residential Lease, shall nevertheless for the purposes of this provision be deemed to still be in effect and the rental which would have been paid thereunder shall be accounted for with respect to the foregoing determinations. It is anticipated by the parties that the basic rental as provided for herein shall be uniformly divided among the Lots. Tenant shall be discharged and exonerated under this Lease as to each Lot Sold and Conveyed; however, Tenant shall nevertheless remain obligated with respect to all covenants made by Tenant with Buyers and for all warranties and representations, express or implied, in favor of the Buyers; Tenant shall indemnify and hold Landlord free and harmless from all liability with respect to such covenants, warranties and representations in favor of Buyer whether or not disclosed to Landlord.

3.07 Common Facilities.

Tenant may choose to construct within portions of the leased land Placed under Development recreational or other common facilities (which shall include streets) for the use and enjoyment of Buyers and convey such facilities to an association organized and incorporated to acquire the same. Upon such conveyance and upon request of Tenant, Landlord shall execute a Residential Lease or Consumer Sublease, as lessor, with such association, as lessee, for a term equivalent to the unexpired period of this Lease, at basic rental of ONE (\$1) DOLLAR per year. The land area of such recreational or common facilities (exclusive of streets) shall not exceed twenty-six thousand eight hundred (26,800) square feet without Landlord's prior written approval if a multi-phase development is elected. No Lot or Lots of the common facilities shall be Sold and Conveyed unless and until the following conditions shall have occurred:

(a) Tenant shall have first obtained the governmental approvals necessary to permit all lots (or in the case of a multi-phase development, the Lots within the initial phase) benefited by such common facilities to be Sold and Conveyed to Buyers.

(b) No less than forty (40%) percent of all buildings and other improvements to the Lots (or in the case

of a multi-phase development, no less than forty (40%) percent of the lots within the initial phase) benefited by such common facilities shall have been substantially completed, or, in the event a condominium development is elected, completion assured by surety arrangements approved by the California Department of Real Estate).

(c) The mortgagee, as that term is hereafter defined, shall have executed and delivered a reconveyance of any lien on the Lot or Lots of the common facilities so conveyed to such association.

(d) The construction of the common facilities shall have been fully completed or completion assured by surety arrangements approved by the California Department of Real Estate.

3.08 Tenant's Right to New Leases; Consumer Subleases.

(a) Tenant, at any time and from time to time may at its election designate certain parcels of the leased land to be subject to separate leases between Tenant and Landlord. Without limiting the generality of the foregoing, Tenant may obtain hereunder separate leases for some or all of the Lots into which the leased land is divided. These parcels shall comply with all requirements of the Subdivision Map Act and all other applicable laws. Upon written request by Tenant, Landlord shall execute new leases to parcels of the leased land as designated by Tenant and shall amend this Lease to reflect that such parcels are no longer subject to this Lease. The terms and conditions of the new leases and this Lease, as amended, shall be the same as the terms and conditions of this Lease with the exception that the annual rent shall be divided among the leases based on the proportion which the square footage of the parcel governed by any such lease bears to the total square footage of the leased land. Notwithstanding the foregoing, in the event that Tenant designates a Lot for a separate lease hereunder, the annual rent payable under the lease for such Lot shall be equal to the annual rent payable under this Lease multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of Lots into which the leased land is divided.

(b) As to such Lots for which Tenant has obtained separate leases, and notwithstanding any other provision of this Article III, Tenant may elect to enter into a sublease with the Buyer of any such Lot in the form attached hereto as Exhibit D with appropriate amendments if the Lots are Sold and Conveyed as condominiums (referred to in this Lease as a "Consumer Sublease") instead of causing such Lot to be Sold and Conveyed pursuant to a Residential Lease. This Lease shall not terminate when any such Lot is Sold and Conveyed pursuant to a Consumer Sublease. Tenant, or its permitted development sublessee, as provided in Section 6.01.03 below, may offer Lots to be Sold and Conveyed to the public as provided in Section 3.06.02(a), but reading "Consumer Sublease" for "Residential Lease" therein. Tenant may sublease common facilities Lots to a homeowners associa-

tion formed from among Buyers under Consumer Subleases as appropriately modified, but subject to the restrictions of Section 3.07 above. The use of Consumer Subleases shall not affect, among other things, Landlord's obligation under Section 3.04.02 or Tenant's ability to impose subdivision servitudes providing for assessments against Buyers as provided in Section 3.06.02(b).

(c) Tenant shall be solely liable with respect to all covenants made by Tenant with Buyers and for all warranties and representations, express or implied, in favor of the Buyers under the Consumer Subleases. Tenant shall indemnify and hold Landlord free and harmless from all liability with respect to such covenants, warranties and representations in favor of Buyer whether or not disclosed to Landlord.

(d) Landlord hereby agrees with Tenant for the benefit of all Buyers under Consumer Subleases that:

(i) So long as such Buyer is not in default in the payment of rental or other charges due under the Consumer Sublease or in the performance of any of the other terms, covenants or conditions of the Consumer Sublease on such Buyer's part to be performed, such Buyer's possession of the Lot subject to such Consumer Sublease and such Buyer's other rights and privileges under the Consumer Sublease shall not be interfered with by the Landlord, its successors or assigns.

(ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Consumer Sublease shall continue in full force and effect as a direct lease between Landlord and the Buyer under the Consumer Sublease, upon and subject to all of the terms, covenants and conditions of the Consumer Sublease for the balance of the term thereof remaining, provided that such Buyer attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Consumer Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 3.08(d)(iv)) or other charges which such Buyer might have paid for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Consumer Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

(iii) If, the provisions of the foregoing notwithstanding, a Consumer Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Buyer under such Consumer Sublease and

Landlord shall enter into a new lease upon the terms and conditions of the Consumer Sublease for the then remaining balance of the term of the Consumer Sublease.

(iv) In the event that such Consumer Subleases shall call for the payment of rent less frequently than quarter annually, the provisions of subparagraph 3.08(d)(ii) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Buyers under the terms of the Consumer Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease attributable to the Lot subject to the Consumer Sublease and to remit the balance to the Tenant.

ARTICLE IV RENTAL

4.01 Basic Rental.

Tenant agrees to pay to Landlord as basic rental for the use and occupancy of the leased land, an annual sum of SEVENTY-TWO THOUSAND TWO HUNDRED TWENTY (\$72,220.00) DOLLARS calculated at TEN THOUSAND (\$10,000.00) DOLLARS per acre, multiplied by 7.222 acres, being the number of acres within Parcel 1 of Parcel Map recorded in Book 108, pages 47 and 48, inclusive, Official Records of Orange County, California, subject to adjustment as provided in Section 4.03 below. Basic rental shall be payable in twelve (12) equal monthly installments of SIX THOUSAND EIGHTEEN DOLLARS AND THIRTY-THREE CENTS (\$6,018.33) each, due and payable in advance on the first day of each calendar month during the term hereof, without deduction or offset, in lawful money of the United States of America at such place as Landlord from time to time shall direct in writing to Tenant.

4.02 Commencement of Rentals.

Rental payments shall commence on the first day of the calendar month next following the date first above written if such date be a date other than the first day of a calendar month. In addition to the first full month's rent, Tenant shall pay at such time an additional pro rata rent representing the period between the term commencement date and the first day of the next succeeding calendar month, based on a thirty (30) day month and a three hundred sixty (360) day year.

4.03 Adjusted Rental.

(a) When a Residential Lease, but not a Consumer Sublease, is Sold and Conveyed, the basic rental payable by Tenant shall be reduced by the amount of rental payable to Landlord under such Residential Lease.

(p) Upon the expiration of the twentieth (20th), fortieth (40th) and sixtieth (60th) year of the term of this Lease, the rental payable hereunder shall be adjusted to a sum equal to eight (8%) percent of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, at the end of said twentieth (20th), fortieth (40th) or sixtieth (60th) year, as the case may be. After any such adjustment of rental, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner provided in Section 4.01 above; provided, however, in no event shall the rental as so adjusted be less than an annual rental at least equal to TEN THOUSAND (\$10,000.00) DOLLARS per acre for the portion of the leased land then subject to this Lease (calculated to exclude the area of the reserved easement described in Exhibit A). If, upon the expiration of the twentieth (20th), fortieth (40th) or sixtieth (60th) year, as the case may be, the parties hereto shall have failed to agree upon such adjusted rental, the fair market value of the leased land (or portion thereof then subject to this Lease), as unimproved, and the adjusted rental, shall be determined by arbitration pursuant to subparagraph (c) of this Section.

(c) Within ten (10) days of the expiration of the twentieth (20th), fortieth (40th) or sixtieth (60th) year of the term of this Lease, as the case may be, each of the parties hereto shall appoint in writing an arbitrator and give written notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California, applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner), they shall appoint, in writing, a third arbitrator and give written notice thereto to Landlord and Tenant and, if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes.

The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto, and the award of a majority of said arbitrators shall determine the question arbitrated, and a judgment may be rendered by said Superior Court confirming said award, or the same may be vacated, modified or corrected by said Court

at the instance of either of the parties hereto, in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under Section 4.01 above as adjusted pursuant to Section 4.03(a) above. If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

ARTICLE V TAXES AND ASSESSMENTS

5.01 Tenant to Pay Taxes and Assessments.

In addition to the basic rental, Tenant shall pay and discharge all taxes and general and special assessments which may be levied upon or assessed against the leased land (or the portion thereof being subject to this Lease at the time such taxes become payable), and all interest therein and all improvements and other property thereon, and upon all rentals payable on this Lease (in the event that county secured real property taxes be assessed in whole or in part either on an ad valorem basis upon the leased land or upon rentals payable under the terms of the Lease thereof) as such taxes and assessments become due and payable during the term of this Lease. Taxes and assessments for the current fiscal year shall be prorated between Landlord and Tenant to the term commencement date. Tenant shall pay each installment of said taxes and assessments not later than the delinquency date thereof. Notwithstanding the foregoing, if Tenant shall, in good faith, contest the validity of said taxes and assessments, then Tenant, upon furnishing a sufficient surety bond to Landlord, may withhold payment pending settlement of its claim or may pay the same under protest and, in either case and at Tenant's expense, shall defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land. Landlord shall remain responsible for its income tax payable on revenue derived from this lease and all estate, inheritance, gift taxes and taxes of a similar nature.

5.02 Tenant's Indemnity Re Taxes and Assessments.

Tenant agrees to protect and hold harmless Landlord and the leased land and all improvements in, on and about

the leased land from all liability for any taxes and assessments for which Tenant is obligated pursuant to Section 5.01 above, together with any interest, penalties or other charges imposed and from any sale or other proceeding to enforce payment thereof.

5.03 Lack of Separate Assessment.

Tenant's obligations pursuant to Section 5.01 presume that the county tax assessor will separately assess the leased land and will send the tax bill therefor directly to Tenant. If the assessor sends the tax bill to Landlord, Tenant agrees to make the payments required under Section 5.01 within ten (10) days after Tenant's receipt from Landlord of a copy of any tax bill received by Landlord.

5.04 Tenant Entitled to Refund.

It is agreed that any refund made in any taxes or assessments paid by Tenant pursuant to this Article shall be the sole property of Tenant, and if any such refund is mistakenly paid to Landlord, Landlord agrees to immediately, and in no event later than three (3) days, pay the same over to Tenant.

5.05 Installment Election for Assessments.

Notwithstanding any other provision of this Article, Tenant may elect, as to any assessment levied against the leased land during the term of this Lease, to take advantage of the ability to cause such assessments to be payable in installments instead of in a lump sum. In such event, Tenant shall only be responsible to pay the installments which come due and payable during the term hereof.

ARTICLE VI ASSIGNMENT AND ENCUMBRANCE

6.01 When Landlord's Consent Required.

6.01.01 Landlord's Consent Required. Except as provided in Article III and in this Article VI, Tenant shall not encumber, assign or otherwise transfer this Lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, which consent shall not be unreasonably withheld. Except as otherwise so permitted in this Lease, no assignment or other transfer, whether voluntary or involuntary, by operation of law, under legal process, by receivership, in bankruptcy, or otherwise, shall be valid or effective without the express prior written consent and approval of Landlord.

6.01.02 Assignments For Which Landlord's Consent Not Required.

(a)(1) If the Tenant be Robert P. Warming-ton, Tenant shall have the right, without obtaining Land-

lord's consent, to assign its interest under this Lease to The Robert P. Warmington Co., a California corporation (as used herein The Robert P. Warmington Co. includes any corporation which succeeds to the assets of such corporation by merger, consolidation or purchase), to any other corporation in which Tenant (or The Robert P. Warmington Co.) has greater than a fifty (50%) percent proprietary interest, to any partnership or joint venture in which Tenant (or The Robert P. Warmington Co.) or any such other corporation or entity is the managing partner and to the heirs, devisees and personal representatives of Optionee.

(a)(2) If the Tenant be The Robert P. Warmington Co., a California corporation (or successor as provided in subsection (a)(1) above), Tenant shall have the right, without obtaining Landlord's consent, to assign its interest under this Lease to Robert P. Warmington, an individual, to any corporation in which Tenant or said individual has greater than a fifty (50%) percent proprietary interest, to any partnership or joint venture in which Tenant or said individual or any such corporation or entity is the managing partner, and to any corporation or other entity which succeeds to Tenant's interest by merger, consolidation or by sale of all or substantially all of Tenant's assets.

(b) Tenant shall further have the right to assign its interest under this Lease to any individual, corporation or entity which, at the time of the assignment, has a net worth of not less than THREE MILLION (\$3,000,000) DOLLARS and has experience substantially equal to that of Tenant in building and marketing single-family residences of the type to be built on the leased land. Robert P. Warmington and The Robert P. Warmington Co. shall each be considered as having identical experience.

(c) In the event of any assignment which complies with the foregoing, the assignor shall be released of any and all liability arising under this Lease from and after the effective date of the assignment.

(d) Notwithstanding the foregoing, within ten (10) days of a request therefor, Landlord shall execute an instrument in recordable form consenting to any assignment or other transfer made without its consent pursuant hereto.

6.02 Hypothecation.

Landlord agrees and consents that Tenant may, without Landlord's prior consent, at any time and from time to time, mortgage, encumber, assign and hypothecate by mortgage or deed of trust (either of which is herein termed a "mortgage") all right, title and interest of Tenant in the leasehold estate created by this Lease to a lender (herein called "mortgagee"). Notwithstanding the foregoing, within ten (10) days of a request therefor from Tenant, Landlord agrees to execute an instrument in recordable form consenting to any such mortgage, encumbrance, assignment or hypo-

the cation. If, notwithstanding the foregoing, Tenant's leasehold interest hereunder terminates under such foreclosure, assignment in lieu of foreclosure, the mortgagee shall be entitled to a new lease upon the same terms as this Lease and subject only to those things caused, created or consented to by Landlord to which Tenant's leasehold estate hereunder is subject as of the date of the recordation of the mortgage.

Except as hereinafter otherwise provided, the mortgage and all rights thereunder shall be subject to each and every of the covenants, conditions and restrictions of this Lease, and the same shall be subject to all rights and interest of Landlord, none of which shall be deemed waived by the foregoing consent. Tenant agrees to furnish to Landlord copies of all instruments, indentures or agreements executed by Tenant, and to be recorded, to perfect the hypothecation of the leasehold estate to a mortgagee.

Any mortgagee shall have the right at any time during the term hereof while this Lease is in full force and effect:

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person, firm or corporation without the consent of Landlord as to the such initial transfer.

Landlord shall give written notice to mortgagee of any default by Tenant. Landlord shall not terminate this Lease by reason of such default of Tenant if the mortgagee shall:

(1) Cure such default within sixty (60) days after service on mortgagee of written notice from Landlord of Landlord's intention to terminate this Lease, except, however, (if the same cannot be cured by payment of rent, taxes, assessments and insurance premiums and other cash charges payable by Tenant hereunder within sixty (60) days) mortgagee shall have a reasonable time after sixty (60) days within which to cure such default so long as mortgagee is proceeding to cure such default with reasonable diligence, or

(11) Undertake on or before the expiration of said sixty (60) days or said reasonable time, in writing to perform all covenants of this Lease capable

of performance by mortgagee. In the event of such undertaking, or in the event such default is not susceptible of being cured by mortgagee, such default shall be deemed cured if mortgagee shall proceed in a timely and diligent manner to accomplish the foreclosure of Tenant's interest; provided, however, that if said foreclosure proceedings shall be subject to leave of any court (as in the case of a bankruptcy proceeding) and such leave shall have been applied for but not obtained by mortgagee, such default shall be deemed cured nevertheless, if mortgagee shall have attempted to obtain such leave in a timely and diligent manner. The obligation of mortgagee for the performance of the terms of this Lease shall terminate upon the sale, transfer or assignment of the right, title and interest of mortgagee in the leasehold estate to any other person, firm or corporation.

Any provisions contained in this Lease to the contrary notwithstanding, any mortgagee or its assignee may enforce such mortgage and acquire title to the leasehold estate in any lawful manner and, pending foreclosure of any such mortgage, may take possession of and rent the leased land and upon foreclosure of such mortgage may, without further consent of Landlord, sell, transfer or assign the leasehold estate or sublet the leased land. Any purchase money, mortgage or deed of trust delivered in connection with any such assignment or transfer shall be entitled to the benefit of all of the provisions of this Lease regarding the rights of a mortgagee. Any person acquiring the leasehold estate from mortgagee shall, as a condition precedent to the enjoyment of the leasehold estate, assume in writing the liability for the performance of the obligations imposed upon Tenant by the terms of this Lease. Mortgagee shall furnish Landlord with an executed copy of the instrument of assignment or transfer and a copy of the undertaking made in accordance with the foregoing provisions. Upon said assumption the assignor shall be released from all obligations for performance of the terms of this Lease.

The foregoing provisions do not give any person the right to mortgage, hypothecate or otherwise encumber or to cause any liens to be placed upon the freehold estate of Landlord, nor shall the foregoing provisions in any event be construed as resulting in a subordination in whole or in part of the freehold estate of Landlord to any indebtedness of Tenant.

Notwithstanding the foregoing provisions, until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this Lease, consent to any modification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein; provided, however, at the time a Lot is Sold and Conveyed by a Residential Lease, there shall be recorded a reconveyance of the lien of the mortgage covering such Lot Sold and Conveyed by a Residential Lease.

6.03 Subleases For Which Landlord's Consent Not Required.

(a) Landlord's consent shall not be required for any Consumer Subleases or for any subsequent transfer of the subleasehold estate thereunder.

(b) Tenant shall have the right, without Landlord's prior consent, to sublease its leasehold estate hereunder to any person or entity described in Section 6.01.02(a)(1). Said sublease is herein referred to as an "Affiliate Sublease".

ARTICLE VII
LIENS

Tenant shall not suffer or permit to be enforced against the leased land, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land, and Tenant hereby indemnifies and agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord in connection therewith, and Landlord shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord against liability for same; or, if Landlord shall request, Tenant shall procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

8.01 Indemnity.

Landlord shall not be liable for any loss, damage, injury or claim of any kind or character to any person (including a Buyer) or property arising from or caused by

the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the design, construction of or material in any structure or other improvement upon the leased land or in any other facility therein; (iii) any defect in soils or in the preparation of soils or in the design and accomplishment of grading; (iv) any act or omission of Tenant or any of its agents, employees, licensees, invitees or contractors; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agents, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land, and Tenant, as a material part of the consideration of this Lease, except to the extent occasioned by the sole act or negligence or willful misconduct of Landlord or its employees, hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

8.02 Insurance.

Tenant shall maintain at all times during the term of the Lease, at its expense and in companies acceptable to Landlord:

(a) Workmen's compensation insurance and employer's liability insurance.

(b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of

each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord prior to cancellation or reduction in coverage or amount.

8.03 Landlord's Indemnity.

The parties agree that Tenant shall have no liability by reason of the fact that a portion of Monterey Lane lies within an easement on the leased land as described on Exhibit A. Landlord hereby agrees to indemnify and hold Tenant and any community association formed by Tenant to service the residents of the leased land absolutely free and harmless from any loss, damage, injury, claim or cause of action of any kind arising out of the use, improvement or maintenance of said Monterey Lane, including, without limitation, attorneys' fees and court costs.

ARTICLE IX REMOVAL

Upon the expiration of the term of this Lease, Tenant shall quit and surrender possession of the leased land to Landlord. Upon the expiration of the term of this Lease, Tenant shall have the right to remove from the leased land any improvements erected on the leased land by Tenant and which, at the time of such expiration, remain the property of Tenant. Tenant shall promptly repair any damage to the leased land caused by such removal. If Tenant has not completed such removal within sixty (60) days of the expiration of the term hereof, all of such improvements shall automatically become the property of Landlord without the payment of any consideration therefor. In addition, before surrendering possession of the leased land as aforesaid, Tenant shall, without expense to Landlord, remove or cause to be removed from said leased land all movable signs, furnishings, equipment, trade fixtures, merchandise and other movable personal property installed or placed therein, and all debris and rubbish, and Tenant shall repair all damage to the leased land resulting from such removal. Upon such expiration, and if requested by Landlord, Tenant shall, within five (5) days of a request therefor, execute, acknowledge and deliver to Landlord an instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to said leased land by reason of this Lease or otherwise. If Tenant fails to remove any of its signs, furnishings, equipment, trade fixtures, merchandise or other personal property within thirty (30) days after the expiration or earlier termination of this Lease, then Landlord may, at its sole option, (i) deem any or all of such items abandoned as the sole property of Landlord; or (ii) remove any or all of such items and dispose of same in any manner or store same for Tenant, in which event the expense of such disposition or storage shall be borne by Tenant and shall be immediately due and payable.

ARTICLE X
CONDEMNATION

The words "condemnation" or "condemned", as used in this paragraph, shall mean the exercise of, or intent to exercise, the power of eminent domain expressed in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority" herein), and shall include a voluntary sale to any such condemning authority, either under the threat of condemnation or while condemnation proceedings are pending, and the condemnation shall be deemed to occur in point of time upon the actual physical taking of possession pursuant to the exercise of said power of eminent domain. All award or compensation paid upon condemnation shall be allocated as follows: (1) Prior to the time the leased land or any portion is Placed under Development, the entire award shall be allocated, paid to and be the sole property of Landlord, except for Tenant's hard costs which shall be paid out of said award to Tenant, and (2) after the time the leased land or any portion thereof has been Placed under Development the entire award shall be allocated as follows: (a) to Tenant, a sum equal to the total of (i) the then fair market value of the buildings and other improvements constructed or installed by Tenant on the leased land; and (ii) the then fair market value of Tenant's leasehold interest in the leased land representing the present value of the aggregate of the difference, if any, between (a) the economic rental and (b) the basic rental, for the unexpired period prior to a basic rental adjustment as provided in Article IV; and (b) to Landlord, the remainder. Landlord may, with Tenant's written consent, agree to sell and/or convey the leased land or portion thereof to the condemning authority without first requiring that action or proceeding shall be instituted or, if any such action or proceeding shall be instituted, without requiring any trial or hearing thereof. All amounts paid by the condemning authority upon such voluntary sale or conveyance shall be allocated as provided above.

In determining the portion of a condemnation award or a payment for voluntary sale or conveyance under threat of condemnation, any appraisal performed by the condemning authority in connection with such award or conveyance shall be controlling. In the absence of such appraisal or agreement between Landlord and Tenant as to such amounts, each shall appoint an appraiser and the two shall select a third appraiser, and all three shall appraise the property for the purpose of such allocation of compensation for a condemnation with the average of the two appraisals which are the closest controlling.

If only a portion of the leased land is condemned, this Lease shall terminate if the mortgagee shall consent thereto in writing and if Tenant shall notify Landlord, within sixty (60) days of the condemnation, that the portion of the leased land remaining after the condemnation cannot be developed in the manner chosen by Tenant. If Tenant fails

to timely give such notice, this Lease shall remain in full force and effect as to the remaining portion of the leased land, except that (a) the basic rental payable by Tenant shall be reduced in the proportion that the area of the portion taken bears to the area of the entire leased land, and (b) Tenant shall be entitled to use the award payable on such partial condemnation to repair any damage to the remaining portion of the leased land and improvements thereon.

As used in the foregoing, "Tenant's hard costs" shall mean all of Tenant's direct out-of-pocket expenses incurred with regard to the development or intended development of the leased land and shall include, without limitation, the following but shall not include any charge for overhead or other administrative expenses: engineering, architectural, environmental, legal, accounting and other consultants, development fees paid to governmental authorities, the cost of preparing and/or reproducing plans and specifications for such development, and the contract cost of improving the leased land (or Tenant's direct costs if such improvement is done by Tenant's employees).

ARTICLE XI
DEFAULT AND REMEDIES IN EVENT OF DEFAULT

11.01 Events of Default.

Tenant shall be deemed in default under the terms of this Lease should Tenant:

(a) Use the leased land or suffer the same to be used for any purpose other than as authorized in this Lease for more than thirty (30) days after notice from Landlord specifying the unauthorized use; provided, however, if such unauthorized use is not capable of being cured within said thirty (30) day period, Tenant shall not be deemed in default hereunder so long as it commences to cure such unauthorized use within said period and thereafter diligently and continuously prosecutes the same to completion; or

(b) Default in the payment of any basic rental payment and such default shall continue for ten (10) days after notice thereof is given to Tenant; or

(c) Fail to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, demand, judgment or other charge provided in this Lease to be paid or caused to be paid by Tenant at the times and in the manner hereinabove provided and such breach or default shall continue for thirty (30) days after notice thereof is given to Tenant; provided, however, the foregoing shall not prejudice Tenant's right to contest any claim or lien pursuant to Article VII above; or

(d) File a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or shall file

any petition or answer seeking or acquiescing in any reorganization, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce on the appointment of any trustee, receiver or liquidator or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the first day of entry thereof; or any trustee, receiver, or liquidator of Tenant shall be appointed without the consent or acquiescence of Tenant and if such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(f) Default in the performance of or breach of any other covenant, undertaking, duty, condition or restriction provided in this Lease to be kept and performed by Tenant thirty (30) days after written notice from Landlord specifying the nature of such default or breach; provided, however, if the nature of such default or breach is such that it is incapable of being cured within said thirty (30) day period, then Tenant shall not be deemed in default under this Lease if Tenant commences to cure the same within said thirty (30) day period and thereafter diligently and continuously (taking into account the nature of the default or breach) prosecutes such cure to completion.

11.02 Remedies.

In the event of Tenant's default, Landlord may, at Landlord's option:

(a) Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article IV above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten (10%) percent per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

(b) By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession thereof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant;

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;

(iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and

(v) In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten (10%) percent per annum.

The remedies of Landlord, as hereinabove provided, are cumulative and in addition to and not exclusive of any other remedy of Landlord herein given or which may be permitted by law. The remedies of Landlord are subject to the provisions of Section 6.02.

11.03 Termination on Default.

Upon such termination, Tenant, if required by Landlord so to do by written notice to Tenant, shall within sixty (60) days, cause all improvements, structures and appurtenances thereto belonging to Tenant or those claiming under Tenant, to be removed from the leased land (or the portion of the leased land being then the subject of this Lease) and Tenant shall cause any excavations to be filled and all foundations, debris and other parts to be removed and the premises thereof surrendered in a clean and orderly condition. In the event any such improvements shall not be removed within the time period as provided in this Section 11.03, the same shall, at the option of the Landlord, become the property of Landlord, without any requirement for the payment of consideration therefor; provided, however, that any such termination of this Lease shall not relieve the Tenant or its successors and assigns, if any, from liability for damages which Landlord may incur by reason of Tenant's

default in failing to remove all structures, improvements and appurtenances (excluding the aforementioned type of improvements and installations) and to remove all debris within said time period.

11.04 Quitclaim.

Upon such termination of this Lease, Tenant, following Landlord's request, shall execute, acknowledge and deliver to Landlord a quitclaim deed quitclaiming all right, title and interest of Tenant in and to the leased land.

ARTICLE XII
MISCELLANEOUS

12.01 Short Form.

This Lease shall not be recorded, but the Ground Lease (Short Form-Memorandum), in the form attached hereto as Exhibit C and by this reference made a part hereof, shall be executed and recorded by the parties hereto upon the execution of this Lease.

12.02 Landlord's Cooperation.

Landlord agrees to cooperate with Tenant in developing the leased land in the manner chosen by Tenant, including, without limitation, attending a reasonable number of meetings with Tenant and/or jurisdictional government agencies.

12.03 Construction of Lease.

The language in all parts of this Lease shall, in all cases, be construed as a whole and in accordance with its fair meaning and not restricted for or against either Landlord or Tenant. The captions of the paragraphs and subparagraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions or construction.

12.04 Severability.

If any provision of this Lease shall be adjudged to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof, the parties hereby agreeing that they would have entered into the remaining portion of this Lease notwithstanding the omission of the portion or portions adjudged invalid, void or illegal.

12.05 Relationship of the Parties.

The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise, and that

the provisions of any agreement between Landlord and Tenant relating to rent are made solely for the purpose of providing a method whereby rental and purchase payments are to be measured and ascertained.

12.06 Notices.

Any notice to be given or other document to be delivered by either party, or all payments of rental, may be delivered in person to either party or may be deposited in the United States mail in the State of California, duly certified, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address appearing at the head of this Lease. In the event that Landlord has received notice of the hypothecation by Tenant of his leasehold estate with a mortgage, all notices to be sent by Landlord to Tenant hereunder shall be effective only if a copy thereof is sent to the Mortgagee at the address supplied to Landlord by Tenant or such Mortgagee.

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after the mailing in the County of Orange, as above provided.

12.07 Attorneys' Fees.

In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Lease or arising out of the subject matter of this Lease, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

In the event Landlord is made a party to litigation arising out of acts or negligence by Tenant regarding the subject matter of this Lease, Landlord shall be entitled to recover from Tenant its reasonable expenses, attorneys' fees and costs incurred in such litigation. Tenant hereby indemnifies and agrees to hold Landlord harmless of and from all liabilities, costs and expenses arising from any such litigation.

12.08 Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the noncompliance or failure to perform by the other party hereto under the provisions of this Lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereto to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

12.09 Inspection.

Landlord reserves the right for Landlord and Landlord's agents and representatives to enter upon the leased land at any reasonable time following reasonable notice for the purpose of attending to Landlord's interest hereunder, and to inspect the leased premises.

12.10 Covenants and Conditions.

Each of the covenants in this Lease shall be deemed and construed as conditions and each and every covenant shall be deemed covenants running with the land.

12.11 Entire Agreement.

This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

12.12 Non-disturbance.

No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action, but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

12.13 Estoppel Certificates.

Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates

of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

12.14 Signs.

Tenant shall be entitled to place on the leased land such advertising signs as it deems necessary or proper for the development and marketing of the leased land.

12.15 Merger.

There shall be no merger of this Lease or the leasehold estate hereunder with the fee estate in the leased land by reason of the fact that the Lease or any interest hereunder may be held for the account of a person or entity who is the owner of the fee estate in the leased land or any portion thereof, unless a written instrument effectuating such merger is recorded.

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be executed as of the day and year first above written.

HOUSER BROS. CO.
A California Limited Partnership

By *Clifford C. Houser*
CLIFFORD C. HOUSER,
General Partner

By *Vernon F. Houser*
VERNON F. HOUSER,
General Partner

"Landlord"

Robert P. Warmington
ROBERT P. WARMINGTON

"Tenant"

BK 13362 PG 317

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714

32442

\$5.00

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:11 A.M. OCT 22 1979
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

GROUND SUBLEASE
(SHORT FORM-MEMORANDUM)

THIS GROUND SUBLEASE (SHORT FORM-MEMORANDUM) is made this
19th day of October, 1979, by and between ROBERT P.
WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO.,
a California Corporation (hereinafter "Tenant"), upon the following
terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property
(the "leased land") located in the City of Huntington Beach, County of
Orange, State of California, which leased land is described on
Exhibit "A" attached hereto and made a part hereof, at the rental and
upon all of the terms and conditions set forth in that certain unrecorded
Ground Sublease of even date between Landlord and Tenant which is
incorporated herein by this reference.
2. The Property is leased for a term of eighty (80) years,
commencing as of October 19, 1979 and ending October 18, 2059. The aforementioned incorporated Ground Sublease
provides, among other things, that it shall terminate as to the real
property covered by a Consumer Sublease (as defined in said incorporated
Ground Sublease) upon the commencement of the term of such Consumer
Sublease.
3. The aforementioned incorporated Ground Sublease provides,
among other things, that the Tenant shall pay all taxes, general and
special assessments and other charges which, during the term of this
lease, may be levied upon or assessed against the leased land and all
interests therein.
4. The aforementioned incorporated Ground Sublease also
provides, among other things, that Tenant shall not encumber, assign or
otherwise transfer said Sublease, or sublet the whole or any part of
the leased land without the prior written consent and approval of
Landlord, except as otherwise expressly permitted in said incorporated
Ground Sublease.
5. Landlord hereby irrevocably makes, constitutes and
appoints Tenant as Landlord's true and lawful attorney for him and
in his name, place and stead and for his use and benefit to exercise
any or all of the following powers as to the leased land, any interest
therein and/or any building or other improvement thereon: To undertake
any and all construction activities on or in connection with the leased
land and to execute on behalf of Landlord if Landlord has not executed
the same, as provided and within the time period set forth in said
incorporated Ground Sublease, any map, permit, application, survey,
report, approval, easement deed or other documents as are necessary or
convenient to obtain the required approvals, permits or other action of
the City of Huntington Beach, the County of Orange, California, and

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other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.


IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form-Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:


Robert P. Warmington

TENANT:

The Robert P. Warmington Co.,
a California Corporation

By 
Roger D. Darnell
Vice President

STATE OF CALIFORNIA) ss:
COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



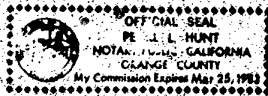
PEARL L. HUNT
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar 25, 1983


Pearl L. Hunt

STATE OF CALIFORNIA) ss:
COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



PEARL L. HUNT
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar 25, 1983



PEARL L. HUNT
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar 25, 1983

-2-

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EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"

RECORDED

ORANGE,CA

Document: LS 13362.317

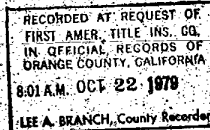
Page 3 of 3

000090

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

BK 13362 PG. 320

The Robert P. Warmington Co. 32443
 1659 Hale Avenue
 Irvine, California 92714
 Attention: Roger D. Darnell \$6.00



(Space above line for Recorder's use only)

GROUND LEASE

(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made this 19th day of October, 1979, by and between HOUSER BROS. CO., a limited partnership, organized and existing under the laws of the State of California (hereinafter "Landlord"), and ROBERT P. WARMINGTON, a married man (hereinafter "Tenant"), upon the following terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described in Exhibit A attached hereto and made a part hereof, at the rental and upon all the terms and conditions set forth in that certain unrecorded ground lease of even date between Landlord and Tenant which is incorporated herein by this reference.

2. The property is leased for a term of eighty (80) years, commencing as of the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter. The aforementioned incorporated ground lease provides, among other things, that it shall terminate as to the real property covered by a Residential Lease (as defined in said incorporated ground lease) upon the commencement of the term of such Residential Lease, but not as to the real property covered by a Consumer Sublease or Affiliate Sublease (as defined in said incorporated ground lease).

3. The aforementioned incorporated ground lease provides, among other things, that the Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.

4. The aforementioned incorporated ground lease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated ground lease.

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5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any/or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California
limited partnership by its
general partners

By Clifford C. Houser
Clifford C. Houser,
General Partner

By Vernon F. Houser
Vernon F. Houser,
General Partner

"Landlord"

Robert P. Warmington
Robert P. Warmington

"Tenant"

-2-

BK 13362 PG 322

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"

BK 13362 PG. 323

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 19th day of OCTOBER, 1979,
before me, a Notary Public, personally appeared Clifford C.
Houser and Vernon F. Houser, known to be to be the general
partners of the partnership that executed the within instru-
ment, and acknowledged to me that such partnership executed
the same.

WITNESS my hand and official seal:



Christine A. Belmonte
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 19th day of October, 1979, before me, the
undersigned, a Notary Public in and for said State, person-
ally appeared Robert P. Warmington, known to me to be the
person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public in and for said
County and State

-3-

RECORDED

EXHIBIT B

EXHIBIT B

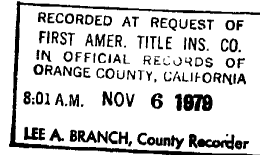
EXHIBIT B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SK 13383 PG 1868

ROBERT P. WARMINGTON
16592 Hale Avenue
Irvine, California 92714

\$5.00



(Space above line for Recorder's use only)

COVENANT RUNNING WITH THE LAND

THIS INSTRUMENT is made this 19th day of October, 1979, by HOUSER BROS. CO., a California limited partnership ("Houser") whose sole general partners are Clifford C. Houser and Vernon F. Houser.

RECITALS

A. Houser is the owner of certain real property in the City of Huntington Beach, County of Orange, State of California, described as Parcels 1 and 2 as shown on a Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, of Parcel Maps in the Office of the County Recorder of said County (hereinafter "Parcel 1" and "Parcel 2" respectively).

B. Concurrently herewith, Houser is leasing Parcel 1 to ROBERT P. WARMINGTON, a married man ("Warmington") by a Ground Lease of even date herewith (the "Ground Lease"), a memorandum of which is being recorded concurrently or substantially concurrently with this instrument.

C. Pursuant to the Ground Lease, Warmington may use Parcel 1 to develop thereon single-family residences or condominiums. The Ground Lease further provides that access to Parcel 1 from Edinger Avenue (the abutting public street) is to be had over a portion of Monterey Lane, a private street located on right-of-way easements on either side of the southerly boundary of Parcel 1 with Parcel 2. The maintenance of the portion of Monterey Lane as to which Warmington (and the residents of homes or condominiums to be built by Warmington on Parcel 1) has easement rights is the responsibility of Houser as Landlord under the Ground Lease as provided therein.

D. It is the intention of Houser and Warmington that Houser's obligations under the Ground Lease also run with and bind a portion of Parcel 2 and the successive owners thereof as described in this instrument.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, including without limitation, Warmington's execution of the Ground Lease, Houser hereby covenants, declares and agrees that Houser's obligations as

BK 13383 PG 1869

Landlord concerning Monterey Lane as set forth in Section 7.9 of the unrecorded Option Agreement between Landlord and Tenant, as optionor and optionee respectively, which preceded the execution of the Ground Lease, hereby incorporated herein by reference, are also covenants running with the portion of Parcel 2 described by extending the southerly boundary of Parcel 1 parallel to Edinger Avenue to the westerly boundary of Parcel 2, and every portion of the area so described (the "Covenant Area"), and shall bind the Covenant Area, Houser and Houser's heirs, assigns, representatives and successors in interest for the benefit of Warmington and the leasehold estate in Parcel 1 under the Ground Lease and any portions into which it may be divided, by Residential Leases (as defined in the Ground Lease) or otherwise. In the event of a breach of the foregoing covenants, or any of them, Warmington may seek any remedy available at law or in equity, including without limitation an action seeking damages, to seek specific enforcement thereof, or to enjoin the breach or continued breach thereof. It is specifically understood that any of the foregoing remedies may be employed at the option of Warmington, and the failure to do so upon any one or more of any such breach shall not be a waiver of the right to employ any of such remedies upon the continuance of such breach or any subsequent breach. As used in the foregoing, "Warmington" shall include any of Warmington's heirs, successors or representatives as well as any assignee or sublessee of Warmington's leasehold estate under the Ground Lease in Parcel 1 or any portion into which it may be divided and any leasee under a Residential Lease, Consumer Sublease or Affiliate Sublease (as defined in the Ground Lease); provided, however, lessees under such Residential Leases and sublessees under such Consumer Subleases shall not have the right to enforce such covenant except on the majority vote of the association of such lessees or sublessees formed by Warmington to manage Parcel 1. If Warmington or such lessees under such Residential Leases acquire the fee interest in all or a portion of Parcel 1, the benefit of the covenant described above shall run in favor of such fee interests and their successors therein, but subject to the same restriction concerning enforceability by residents of Parcel 1 set forth above. Nothing herein shall relieve Warmington or lessees under such Residential Leases or sublessees under such Consumer Subleases from their obligations to pay for a share in the maintenance of the portion of Monterey Lane used to gain access to Parcel 1.

IN WITNESS WHEREOF, Houser has executed this instrument on the day and year first above written.

HOUSER BROS. CO., a California
limited partnership by its
general partners

By Clifford C. Houser
Clifford C. Houser

By Vernon F. Houser
Vernon F. Houser

BK 13383 PG 1870

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 14th day of October, 1979,
before me, a Notary Public, personally appeared Clifford C.
Houser and Vernon F. Houser, known to me to be the general
partners of the partnership that executed the within instru-
ment, and acknowledged to me that such partnership executed
the same.

WITNESS my hand and official seal.



Christine A. Belmonte
Notary Public in and for said
County and State

- 3 -

EXHIBIT C

EXHIBIT C

EXHIBIT C

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

8346

BK 13362 PG 320

32443

56.00

BK 13424 PG 490

7.00

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:01 A.M. OCT 22 1979
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA
3:25 PM DEC 6 1979
LEE A. BRANCH, County Recorder

GROUND LEASE
(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made this 19th day of October, 1979, by and between ROUSER BROS. CO., a limited partnership, organized and existing under the laws of the State of California (hereinafter "Landlord"), and ROBERT P. WARMINGTON, a married man (hereinafter "Tenant"), upon the following terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described in Exhibit A attached hereto and made a part hereof, at the rental and upon all the terms and conditions set forth in that certain unrecorded ground lease of even date between Landlord and Tenant which is incorporated herein by this reference.
2. The property is leased for a term of eighty (80) years, commencing as of the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter. The aforementioned incorporated ground lease provides, among other things, that it shall terminate as to the real property covered by a Residential Lease (as defined in said incorporated ground lease) upon the commencement of the term of such Residential Lease, but not as to the real property covered by a Consumer Sublease or Affiliate Sublease (as defined in said incorporated ground lease).
3. The aforementioned incorporated ground lease provides, among other things, that the Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.
4. The aforementioned incorporated ground lease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated ground lease.

-I-

BK 13362 PG 321

BK 13424 PG 500

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any/or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California
limited partnership by its
general partners

By Clifford C. Houser
Clifford C. Houser,
General Partner

By Vernon F. Houser
Vernon F. Houser,
General Partner

Robert P. Warmington
Robert P. Warmington

"Landlord"

"Tenant"

-2-

BK 13362 PG 322

BK 13424 PG 501

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A Non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

****THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PARCEL A.**

EXHIBIT "A"

BK 13362 PG 323

BK 13424 PG 502

STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss.

On this 19th day of OCTOBER, 1979, before me, a Notary Public, personally appeared Clifford C. Houser and Vernon F. Houser, known to be to be the general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



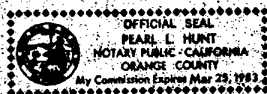
Christine Anne Belmonte
Notary Public in and for said
County and State

STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss.

On this 19th day of October, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public in and for said
County and State

-3-

STATE OF CALIFORNIA
 COUNTY OF Orange } BK 13424 PG 503
 On _____ before me, the undersigned, a Notary Public in and for
 said State, personally appeared
Clifford G. Houser and Vernon F. Houser,
 known to me to be all of the partners of the partnership
 that executed the within instrument and acknowledged to me that
 such partnership executed the same.
 WITNESS my hand and official seal.
 Signature Kerry K. Hoffman
KERRY K. HOFFMAN
 Name (Typed or Printed)
 (This area for official notarial seal)

STATE OF CALIFORNIA
 COUNTY OF Orange }
 On December 6, 1979 before me, the undersigned, a Notary Public in and for
 said State, personally appeared
Robert P. Warrington
 known to me to be the person whose name is
 subscribed to the within instrument, and acknowledged to me
 that he executed the same.
 WITNESS my hand and official seal.
 Signature Pearl L. Hunt
PEARL L. HUNT
 Name (Typed or Printed)
 (This area for official notarial seal)

8347
32442
\$5.00
\$6.00
C1

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714

BK 13362 PG 317
BK 13424 PG 504

RECORDED AT REQUEST OF FIRST AMER. TITLE INS. CO. IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA 8:01 A.M. OCT 22 1979
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA
-3 25 PM DEC 8 1979
LEE A. BRANCH, County Recorder

GROUND SUBLEASE (SHORT FORM-MEMORANDUM)

THIS GROUND SUBLEASE (SHORT FORM-MEMORANDUM) is made this 19th day of October, 1979, by and between ROBERT P. WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO., a California Corporation (hereinafter "Tenant"), upon the following terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described on Exhibit "A" attached hereto and made a part hereof, at the rental and upon all of the terms and conditions set forth in that certain unrecorded Ground Sublease of even date between Landlord and Tenant which is incorporated herein by this reference.
2. The Property is leased for a term of eighty (80) years, commencing as of October 19, 1979 and ending October 18, 2059. The aforementioned incorporated Ground Sublease provides, among other things, that it shall terminate as to the real property covered by a Consumer Sublease (as defined in said incorporated Ground Sublease) upon the commencement of the term of such Consumer Sublease.
3. The aforementioned incorporated Ground Sublease provides, among other things, that the Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.
4. The aforementioned incorporated Ground Sublease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said Sublease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated Ground Sublease.
5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for him and in his name, place and stead and for his use and benefit to exercise any or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated Ground Sublease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and

BK 13362 PG 318
 BK 13424 PG 505

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form-Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:

Robert P. Warmington
 Robert P. Warmington

TENANT:

The Robert P. Warmington Co.,
 a California Corporation

By *Roger D. Darnell*
 Roger D. Darnell
 Vice President

STATE OF CALIFORNIA) ss:
 COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

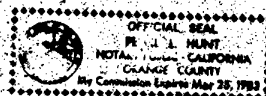


Pearl L. Hunt
 Pearl L. Hunt

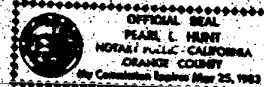
STATE OF CALIFORNIA) ss:
 COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Pearl L. Hunt
 Pearl L. Hunt



STATE OF CALIFORNIA
 COUNTY OF Orange } BK 13424 PG 506
 On December 6, 1979 before me, the undersigned, a Notary Public in and for
 said State, personally appeared
Robert P. Warmington
 known to me to be the person whose name is
 subscribed to the within instrument and acknowledged to me
 that he executed the same
 WITNESS my hand and official seal
 Signature Pearl L. Hunt
PEARL L. HUNT
 Name (Typed or Printed) (This line for official notarial seal)

STATE OF CALIFORNIA
 COUNTY OF Orange }
 On December 6, 1979 before me, the undersigned, a Notary Public in and for
 said State, personally appeared Roger D. Darnell
 known to me to be the Vice President, XX
 of the corporation that executed the within instrument,
 and known to me to be the person who executed the within
 instrument on behalf of the corporation therein named, and ac-
 knowledged to me that such corporation executed the within
 instrument pursuant to its by-laws or a resolution of its board of
 directors.
 WITNESS my hand and official seal.
 Signature Pearl L. Hunt
PEARL L. HUNT
 Name (Typed or Printed) (This line for official notarial seal)

ORANGE,CA

Document: LS 13424.504

Page 3 of 4

000107

BK 13424 PG 507

BK 13362 PG 319

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

****THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION OF PARCEL A.**

EXHIBIT "A"

EXHIBIT D

EXHIBIT D

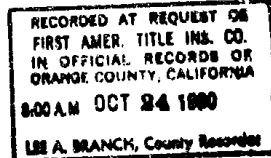
EXHIBIT D



Case 8:21-bk-11710-SC Doc 157 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Main Document Page 105 of 150

36466

BK 13803PG 640

Recorded at the Request of and \$ 115
When Recorded Mail To:Robert P. Warmington
16592 Hale Avenue
Irvine, CA 92714No Consideration
Lease Is For a Definite TermAP-178-011-01GROUND LEASE

THIS GROUND LEASE is made this 1st day of August, 1980, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 (herein termed the "Landlord"), and Robert P. Warmington whose address is 16592 Hale Avenue, Irvine, CA 92714.

W I T N E S S E T H:

1. PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this Lease by Tenant, Landlord hereby leases to Tenant those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

Parcel 1

Unit 67, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

WPN:4077A

BK 13803pg 641

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

(hereinafter referred to as the "leased land").

SUBJECT TO:

(a) Current taxes and assessments.

(b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Ground Lease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the annual sum of Nine Hundred DOLLARS (\$900) in monthly installments of \$75.00 each, in advance, on the first day of calendar month of said term; provided, however, if said term commences on other than the first day of a calendar month the first installment shall be paid on such commencement date in an appropriately reduced amount. Said rent is subject to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay, prior to the delinquency date thereof, all taxes and general and special assessments of every description which, during the term of this Lease, may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, whether belonging to Landlord or Tenant, and Tenant agrees to protect and hold harmless the Landlord and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land for any purposes permitted under the zoning and other land use laws and regulations applicable thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

WPN: 4077A

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000113

6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of landlord whatsoever.

7. MAINTENANCE OF LEASED LAND. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in or to or upon or adjoining the leased land or any structure of other improvement that may be constructed or installed thereon, but Tenant shall, at all times during the full term of this Lease and at its sole cost and expense, keep and maintain all buildings, structures and other improvements on the leased land, if any, in good order and repair, and the whole of the leased land and all improvements thereto free of weeds and rubbish and in a clean, sanitary and neat condition, and Tenant shall construct, maintain and repair all facilities and other improvements which may be required at any time by law upon or adjoining or in connection with or for the use of the leased land or any part thereof, and Tenant shall make any and all additions to or alterations in any buildings and structures on said premises which may be required and shall otherwise observe and comply with any and all public laws, ordinances and regulations for the time being, applicable to the leased land, and Tenant agrees to indemnify and save harmless the Landlord against all actions, claims and damages by reason of Tenant's failure to keep and maintain said premises and any buildings and improvements thereon as hereinabove provided, or by reason of its nonobservance or nonperformance of any law, ordinance and regulation applicable thereto.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against Landlord's title to the leased land, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided or otherwise arising, except liens, claims or demands suffered by or arising from the actions of Landlord, and Tenant shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Tenant agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Landlord in connection therewith. Landlord shall have the right at

any time to post and maintain on the leased land such notices as may be necessary to protect landlord against liability for all such liens or otherwise. Notwithstanding anything to the contrary contained in this Article, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, the Tenant shall, at its expense, defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand, indemnifying Landlord against liability for same, or if Landlord shall request, Tenant shall procure and record the bond provided for in Section 3143 of the California Code of Civil Procedure, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

10. LIABILITIES. Landlord shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. LANDLORD PAYING CLAIMS. Should Tenant fail or refuse to pay any tax, assessment or other charge upon the leased land when due and payable as provided herein, or any lien or claim arising out of the construction, repair, restoration, maintenance and use of the leased land and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, and if after thirty (30) days written notice from landlord to Tenant and to its authorized encumbrancer, if any, Tenant or its said encumbrancer shall fail or refuse to pay and discharge the same, then Landlord may, at its option, pay such tax, assessment, lien, claim, charge or demand, or settle or discharge any action therefor or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection therewith shall be repaid to Landlord by Tenant upon written demand, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until repaid, and any

default in such repayment shall constitute a breach of the covenants and conditions of this Lease. Notwithstanding the foregoing, if Tenant shall in good faith contest the validity of any tax or assessment levied against the leased land, then Tenant may withhold payment thereof pending settlement of its claim or pay the same under protest; and, in either case, at Tenant's expense, shall defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land.

12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this Lease without the prior written consent of Landlord. Notwithstanding the foregoing, this Lease or any right hereunder shall in no case be assigned separate and apart from the Tenant's interest in the improvements located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of any such trust deed or assignment, the provisions of this Lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within ninety (90) days after service of written notice on the encumbrancer by Landlord

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of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Termination".

14. TERMINATION. Should Tenant fail to pay any installment of rent or any other sum provided in this Lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of thirty (30) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this Lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of sixty (60) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this Lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this Lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased

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land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

17. REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Termination", then notwithstanding Tenant's breach of this Lease and abandonment of the leased land, this Lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. The right to declare the term hereof ended and with process of law to reenter the leased land and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. The right to collect rent and other charges as the same may from time to time become due and to bring actions for such collections without terminating this Lease, and to thereafter at any time elect to terminate this Lease and all of the rights of Tenant in or to the leased land.

Should Landlord elect to terminate the Lease, Landlord shall be entitled to recover the worth at the time of the award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of the rental loss for the same period that Tenant proves could be reasonably avoided, together with

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the rent then unpaid, if any, together with any other remedy permitted under California Civil Code Section 1951.2 or any other similar statute hereafter enacted.

If Landlord shall elect to reenter the leased land under the provisions of A or B above, Landlord shall not be liable for damages by reason of such reentry.

Notwithstanding any other provision of this Lease, Landlord agrees that if the default complained of, other than for the payment of monies, is of such nature that the same cannot be cured within the period specified above, then such default shall be deemed to be cured if Tenant, within such period, shall have commenced the curing thereof and shall continue thereafter with all due diligence to cause such curing and does so complete the same with the use of such diligence.

Each of the terms, covenants, conditions and provisions of Tenant under this Lease is a material consideration for this Lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this Lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this Lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This Lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a

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renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

B. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this Lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of the leased land and Tenant's leasehold interest therein shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The then fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

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D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this Lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased and immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by the arbitration procedure set forth in the Article entitled "Rental Adjustment".

21. RENTAL ADJUSTMENT. Effective January 1, 2000, January 1, 2020 and January 1, 2040, the annual rental payer hereunder shall be adjusted to a sum equal to 8% of the unimproved fair market value of the Leased Land. After any such adjustment of rent, Tenant shall pay to Landlord such rent as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the rental, as so adjusted, be less than the initial rental in the Article of this Lease entitled "Rental".

If, by January 1, 2000, January 1, 2020 or January 1, 2040 (as the case may be), the parties hereto shall have failed to agree upon such adjusted rental, then and thereupon the fair market value of the leased land and the amount of rental to be adjusted in relation thereto, as hereinafter provided, shall be determined by arbitration as follows: within ten (10) days after the date set for determining fair market value, each of the parties hereto shall appoint in writing an arbitrator and give written

notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner) they shall appoint in writing a third arbitrator and give written notice thereof to Landlord and Tenant, and if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes. The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto and the award of a majority of said arbitrators shall determine the questions arbitrated, and a judgment may be rendered by said Superior Court confirming said award or the same may be vacated, modified or corrected by said Court at the instance of either of the parties hereto in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this Lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land as to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and

height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. CONSTRUCTION AND EFFECT. Time is of the essence of this Lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this Lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this Lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

25. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

26. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

27. CONDOMINIUM SUBLEASE.

- (a) Landlord hereby agrees with Tenant for the benefit of the Condominium Owner/Subtenant under any Condominium Subleases that:

(i) So long as such Condominium Owner/Subtenant is not in default in the payment of rental or other charges due under the Condominium Sublease or in the performance of any of the other terms, covenants or conditions of the Condominium Sublease on such Condominium Owner/Subtenant's part to be performed, such Condominium Owner/Subtenant's possession of the Lot subject to such Condominium Sublease and Condominium Owner/Subtenant's other rights and privileges under the Condominium Sublease shall not be interfered with by the Landlord, its successors or assigns.

(ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Condominium Sublease shall continue in full force and effect as a direct lease between Landlord and the Condominium Owner/Subtenant under the Condominium Sublease, upon and subject to all of the terms, covenants and conditions of the Condominium Sublease for the balance of the term thereof remaining, provided that such Condominium Owner/Subtenant attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Condominium Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 27(c) hereof or other charges which such Condominium Owner/Subtenant might have paid

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for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Condominium Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

- (b) If, the provisions of the foregoing notwithstanding, a Condominium Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Condominium Owner/Subtenant under such Condominium Sublease and Landlord shall enter into a new lease upon the terms and conditions of the Condominium Sublease for the unen remaining balance of the term of the Condominium Sublease.
- (c) In the event that such Condominium Subleases shall call for the payment of rent less frequently than quarter annually, the provisions of subparagraph 27(a) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Condominium Owner/Subtenant under the terms of the Condominium Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

HOUSER BROS. CO., a limited partnership

By *William F. Houser*
General Partner

By *William F. Houser*
General Partner

"Landlord"

Robert P. Warmington
Robert P. Warmington

"Tenant"

WPN: 4077A

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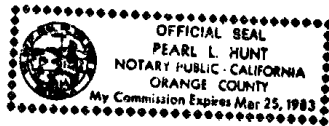
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STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 13, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Vernon and Clifford Houser, known to me to be two of the partners of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



[Seal]

Pearl L. Hunt
Notary Public

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



[Seal]

Pearl L. Hunt
Notary Public

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First American

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Property Information

Owner(s):	Hold , Parcel	Mailing Address:	, ,
Owner Phone:	Unknown	Property Address:	, , CA
Vesting Type:	N/A	Alt. APN:	
County:	Orange	APN:	178-771-03
Map Coord:		Census Tract:	
Lot#:		Block:	
Subdivision:		Tract:	10542
Legal:	N Tr 10542 Blk Lot 2 Un Hold		

Property Characteristics

Use:	Year Built / Eff. :	/	Sq. Ft. :
Zoning:	Lot Size Ac / Sq Ft:	/	# of Units:
Stories:	Improvements:		Parking / #: /
Gross Area:	Garage Area :		Basement Area:

Sale and Loan Information

Sale / Rec Date:	*\$/Sq. Ft.:	2nd Mtg.:
Sale Price:	1st Loan:	Prior Sale Amt:
Doc No.:	Loan Type:	Prior Sale Date:
Doc Type:	Transfer Date:	Prior Doc No.:
Seller:	Lender:	Prior Doc Type:

*\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.

Tax Information

Imp Value:	Exemption Type:
Land Value:	Tax Year / Area: 2019 / 04-007
Total Value:	Tax Value:
Total Tax Amt:	Improved:

Property Profile, , CA

11/15/2019

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RECORDING REQUESTED BY:

**Mr. Randy Nickel
4476 Alderport Drive
Huntington Beach, CA 92649**

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



96.00

* \$ R 0 0 1 0 4 4 6 0 2 6 \$ *
2018000395579 2:35 pm 10/31/18

227 415 A34 5
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

MAIL TAX STATEMENTS TO:

**Mr. Randy Nickel
4476 Alderport Drive.
Huntington Beach, CA 92649**

Lease from Present to 2059

TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE

17
3
1
5
b
cc

WHEN RECORDED MAIL TO:
(Assignee's Name & Address)
MR. RANDALL L. NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649

Mail tax statements to:
MR. RANDALL L. NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649

(Space Above this Line for Recorder's Use)

ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE

No Consideration. Term of Lease Less Than 99 years.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain **GROUND LEASE** also known as the **MASTER LEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a **PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980** for that certain **MASTER LEASE dated October 19, 1979**; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, ****Instrument No. 8691.**

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain **SUBLEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a **PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979**; for that certain **SUBLEASE dated November 7, 1980**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, ****Instrument No. 8692;**

WHEREAS

For valuable consideration, receipt of which is hereby acknowledged, the undersigned JAMIEL GALLIAN, hereby transfers and assigns to RANDALL L. NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain **MASTER LEASE/ Ground Lease, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, ****Instrument No. 8693;****

JAMIE L GALLIAN, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE, dated August 1, 1980**, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, ****Instrument No. 8694;**

As amended by the **FIRST AMENDMENT TO CONDOMINIUM SUBLEASE** effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

JAMIE L GALLIAN, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, ****Instrument No. 8695;**

JAMIE L GALLIAN, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property**, all right, title and interest of the undersigned, as Tenant, in and under that certain **CONDOMINIUM SUBLEASE (SHORT FORM - MEMORANDUM AND GRANT DEED, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, ****Instrument No. 8696.**

DATED: 10/31/18


ASSIGNOR JAMIE L GALLIAN

STATE OF CALIFORNIA)
) ss.

COUNTY OF ORANGE

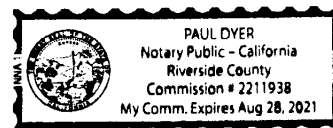
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

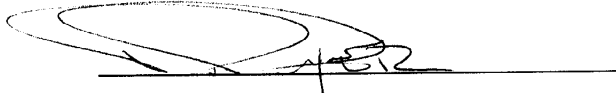
On 10/31/2018, before me, Paul Dyer, Notary Public
Personally appeared Jamie L Gallian,

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public

(This space for Notary Seal)

Case 8:21-bk-11710-SC Doc 157 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Main Document Page 124 of 150**ASSIGNMENT OF CONDOMINIUM SUBLEASE****ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10/31/18

Randall L. Nickel
ASSIGNEE RANDALL L. NICKEL

STATE OF CALIFORNIA)
) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,
Personally appeared Randall L. Nickel,

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

(This space for Notary Seal)

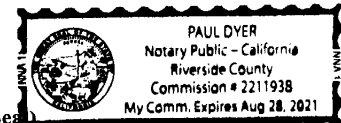


EXHIBIT A (LEGAL)

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

- (A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**
APN: 937-63-053, Unit 53.
- (B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessor and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**
APN: 937-63-053, Unit 53.

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

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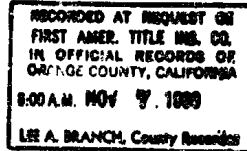
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Main Document Page 127 of 150

8691

BK 13824 PG 1253

\$5.00

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:Houser Bros. Co.
17610 Beach Boulevard
Suite 32
Huntington Beach, California

1292053 CLK

PARTIAL CANCELLATION OF MASTER LEASE

HOUSER BROS. CO., a limited partnership, as Landlord,
and ROBERT P. WARMINGTON, as Tenant, hereby cancel, effective
when this instrument is recorded in the Office of the County
Recorder of Orange County, California, that certain Ground
Lease dated October 19, 1979, a Short Form-Memorandum of
which was recorded in Book 13424, Page 499, Official Records
of Orange County, California, with respect to those portions
of Lots 1 and 2 of Tract 10542 in the City of Huntington
Beach, County of Orange, State of California, as shown on a
Map recorded in Book 456, Pages 49 and 50 of Miscellaneous
Maps, in the Office of the County Recorder of Orange County,
California, described on Exhibit A attached hereto.

IN WITNESS WHEREOF, HOUSER BROS. CO. and ROBERT P.
WARMINGTON have executed this instrument as of August 1,
1980.

HOUSER BROS. CO.

By *Clifford S. Hansen*By *Robert P. Warmington*

 ROBERT P. WARMINGTON

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EX 13824 PC 1254

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 12, 1980, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared VERNON F. HOUSER and
CLIFFORD C. HOUSER, known to me to be
two of the partners of the limited
partnership that executed the within instrument, and
acknowledged to me that such limited partnership executed
the same.

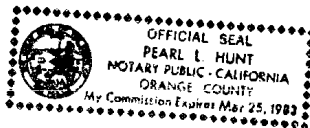


Pearl L. Hunt
Notary Public in and for
said County

[SEAL]

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared ROBERT P. WARMINGTON, known to me to be the person
whose name is subscribed to the within instrument and
acknowledged that he executed the same.



Pearl L. Hunt
Notary Public in and for
said County

[SEAL]

BK 13824 Pg 1255

EXHIBIT A

Parcel 1

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

RECORDED

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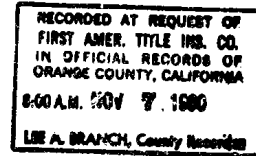
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8692


BK 13824 PG 1256

8500

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714PARTIAL CANCELLATION OF SUBLEASE

ROBERT P. WARMINGTON, as Landlord, and THE ROBERT P. WARMINGTON CO., a California corporation, as Tenant, hereby cancel, effective when this instrument is recorded in the Office of the County Recorder of Orange County, California, that certain Sublease dated October 19, 1979, a Short Form-Memorandum of which was recorded in Book 13424, Page 504, Official Records of Orange County, California, with respect to those portions of Lots 1 and 2 of Tract 10542, in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit A attached hereto.

IN WITNESS WHEREOF, ROBERT P. WARMINGTON and THE ROBERT P. WARMINGTON CO. have executed this instrument as of August 1, 1980.


 Robert P. Warmington

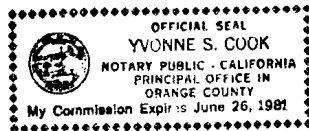
THE ROBERT P. WARMINGTON CO.

By By 

BK 13824 PG 1257

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared ROBERT P. WARMINGTON, known to me to be the person
whose name is subscribed to the within instrument and
acknowledged that he executed the same.



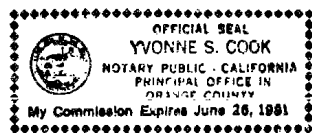
Yvonne S. Cook
Notary Public in and for
said County

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said State, personally appeared
OLIVER N. CRARY, known to me to be
the Vice President, and WILLIAM J. PITTMAN,
known to me to be the Secretary of the corporation
that executed the within Instrument, known to me to be the
persons who executed the within Instrument on behalf of the
corporation therein named, and acknowledged to me that such
corporation executed the within Instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Yvonne S. Cook
Notary Public in and for said
County

[SEAL]

BK 13824 Pg 1258

EXHIBIT A

Parcel 1

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

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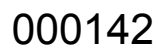
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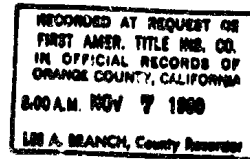
8693

BK 13824 PG 1259

\$ 17.00

Recorded at the Request of and
When Recorded Mail To:

Robert P. Warmington
16592 Hale Avenue
Irvine, CA 92714



No Consideration
Lease In For a Definite Term

AP 178-011-01

GROUND LEASE

THIS GROUND LEASE is made this 1st day of August, 1980, by and between HOUSER BROS. CO., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 (herein termed the "Landlord"), and Robert P. Warmington whose address is 16592 Hale Avenue, Irvine, CA 92714.

W I T N E S S E T H:

1. PROPERTY LEASED. For and in consideration of the payment of the rents and taxes and other charges and for the performance of all of the covenants and conditions of this Lease by Tenant, Landlord hereby leases to Tenant those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

Parcel 1

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

WPN:4077A

BK 13824 Pg 1260

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

(hereinafter referred to as the "leased land").

SUBJECT TO:

(a) Current taxes and assessments.

(b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Ground Lease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the annual sum of Nine Hundred DOLLARS (\$900) in monthly installments of \$75.00 each, in advance, on the first day of calendar month of said term; provided, however, if said term commences on other than the first day of a calendar month the first installment shall be paid on such commencement date in an appropriately reduced amount. Said rent is subject to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay, prior to the delinquency date thereof, all taxes and general and special assessments of every description which, during the term of this Lease, may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, whether belonging to Landlord or Tenant, and Tenant agrees to protect and hold harmless the Landlord and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land for any purposes permitted under the zoning and other land use laws and regulations applicable thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

WPN: 4077A

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6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of landlord whatsoever.

7. MAINTENANCE OF LEASED LAND. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in or to or upon or adjoining the leased land or any structure of other improvement that may be constructed or installed thereon, but Tenant shall, at all times during the full term of this Lease and at its sole cost and expense, keep and maintain all buildings, structures and other improvements on the leased land, if any, in good order and repair, and the whole of the leased land and all improvements thereto free of weeds and rubbish and in a clean, sanitary and neat condition, and Tenant shall construct, maintain and repair all facilities and other improvements which may be required at any time by law upon or adjoining or in connection with or for the use of the leased land or any part thereof, and Tenant shall make any and all additions to or alterations in any buildings and structures on said premises which may be required and shall otherwise observe and comply with any and all public laws, ordinances and regulations for the time being, applicable to the leased land, and Tenant agrees to indemnify and save harmless the Landlord against all actions, claims and damages by reason of Tenant's failure to keep and maintain said premises and any buildings and improvements thereon as hereinabove provided, or by reason of its nonobservance or nonperformance of any law, ordinance and regulation applicable thereto.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against Landlord's title to the leased land, or any part thereof, any lien, claim or demand arising from any work of construction, repair, restoration, maintenance or removal as herein provided or otherwise arising, except liens, claims or demands suffered by or arising from the actions of Landlord, and Tenant shall pay all such liens, claims and demands before any action is brought to enforce the same against said land. Tenant agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims or demands, together with all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Landlord in connection therewith. Landlord shall have the right at

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any time to post and maintain on the leased land such notices as may be necessary to protect landlord against liability for all such liens or otherwise. Notwithstanding anything to the contrary contained in this Article, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, the Tenant shall, at its expense, defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand, indemnifying Landlord against liability for same, or if Landlord shall request, Tenant shall procure and record the bond provided for in Section 3143 of the California Code of Civil Procedure, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

10. LIABILITIES. Landlord shall not be liable for any loss, damage or injury of any kind whatsoever to the person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. LANDLORD PAYING CLAIMS. Should Tenant fail or refuse to pay any tax, assessment or other charge upon the leased land when due and payable as provided herein, or any lien or claim arising out of the construction, repair, restoration, maintenance and use of the leased land and the buildings and improvements thereon, or any other claim, charge or demand which Tenant has agreed to pay under the covenants of this Lease, and if after thirty (30) days written notice from landlord to Tenant and to its authorized encumbrancer, if any, Tenant or its said encumbrancer shall fail or refuse to pay and discharge the same, then Landlord may, at its option, pay such tax, assessment, lien, claim, charge or demand, or settle or discharge any action therefor or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection therewith shall be repaid to Landlord by Tenant upon written demand, together with interest thereon at the rate of ten (10%) percent per annum from the date of payment until repaid, and any

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default in such repayment shall constitute a breach of the covenants and conditions of this Lease. Notwithstanding the foregoing, if Tenant shall in good faith contest the validity of any tax or assessment levied against the leased land, then Tenant may withhold payment thereof pending settlement of its claim or pay the same under protest; and, in either case, at Tenant's expense, shall defend itself and landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land.

12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this Lease without the prior written consent of Landlord. Notwithstanding the foregoing, this Lease or any right hereunder shall in no case be assigned separate and apart from the Tenant's interest in the improvements located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of any such trust deed or assignment, the provisions of this Lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder on the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within ninety (90) days after service of written notice on the encumbrancer by Landlord

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of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed, or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Termination".

14. TERMINATION. Should Tenant fail to pay any installment of rent or any other sum provided in this Lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of thirty (30) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this Lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of sixty (60) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this Lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this Lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased

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land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

17. REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Termination", then notwithstanding Tenant's breach of this Lease and abandonment of the leased land, this Lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. The right to declare the term hereof ended and with process of law to reenter the leased land and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. The right to collect rent and other charges as the same may from time to time become due and to bring actions for such collections without terminating this Lease, and to thereafter at any time elect to terminate this Lease and all of the rights of Tenant in or to the leased land.

Should Landlord elect to terminate the Lease, Landlord shall be entitled to recover the worth at the time of the award of the amount by which the unpaid rent for the balance of the term, after the time of the award, exceeds the amount of the rental loss for the same period that Tenant proves could be reasonably avoided, together with

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the rent then unpaid, if any, together with any other remedy permitted under California Civil Code Section 1951.2 or any other similar statute hereafter enacted.

If Landlord shall elect to reenter the leased land under the provisions of A or B above, Landlord shall not be liable for damages by reason of such reentry.

Notwithstanding any other provision of this Lease, Landlord agrees that if the default complained of, other than for the payment of monies, is of such nature that the same cannot be cured within the period specified above, then such default shall be deemed to be cured if Tenant, within such period, shall have commenced the curing thereof and shall continue thereafter with all due diligence to cause such curing and does so complete the same with the use of such diligence.

Each of the terms, covenants, conditions and provisions of Tenant under this Lease is a material consideration for this Lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this Lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this Lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This Lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a

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renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

B. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this Lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of the leased land and Tenant's leasehold interest therein shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The then fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

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D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this Lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased and immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by the arbitration procedure set forth in the Article entitled "Rental Adjustment".

21. RENTAL ADJUSTMENT. Effective January 1, 2000, January 1, 2020 and January 1, 2040, the annual rental payer hereunder shall be adjusted to a sum equal to 8% of the unimproved fair market value of the Leased Land. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the rental, as so adjusted, be less than the initial rental in the Article of this Lease entitled "Rental".

If, by January 1, 2000, January 1, 2020 or January 1, 2040 (as the case may be), the parties hereto shall have failed to agree upon such adjusted rental, then and thereupon the fair market value of the leased land and the amount of rental to be adjusted in relation thereto, as hereinafter provided, shall be determined by arbitration as follows: within ten (10) days after the date set for determining fair market value, each of the parties hereto shall appoint in writing an arbitrator and give written

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notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner) they shall appoint in writing a third arbitrator and give written notice thereof to Landlord and Tenant, and if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes. The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto and the award of a majority of said arbitrators shall determine the questions arbitrated, and a judgment may be rendered by said Superior Court confirming said award or the same may be vacated, modified or corrected by said Court at the instance of either of the parties hereto in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this Lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land as to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and

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height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. CONSTRUCTION AND EFFECT. Time is of the essence of this Lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this Lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this Lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

25. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

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26. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

27. CONDOMINIUM SUBLEASE.

(a) Landlord hereby agrees with Tenant for the benefit of the Condominium Owner/Subtenant under any Condominium Subleases that:

(i) So long as such Condominium Owner/Subtenant is not in default in the payment of rental or other charges due under the Condominium Sublease or in the performance of any of the other terms, covenants or conditions of the Condominium Sublease on such Condominium Owner/Subtenant's part to be performed, such Condominium Owner/Subtenant's possession of the lot subject to such Condominium Sublease and Condominium Owner/Subtenant's other rights and privileges under the Condominium Sublease shall not be interfered with by the Landlord, its successors or assigns.

(ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach thereof or default thereunder, the Condominium Sublease shall continue in full force and effect as a direct lease between Landlord and the Condominium Owner/Subtenant under the Condominium Sublease, upon and subject to all of the terms, covenants and conditions of the Condominium Sublease for the balance of the term thereof remaining, provided that such Condominium Owner/Subtenant attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Condominium Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 27(c) hereof or other charges which such Condominium Owner/Subtenant might have paid

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for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Condominium Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

- (b) If, the provisions of the foregoing notwithstanding, a Condominium Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Condominium Owner/Subtenant under such Condominium Sublease and Landlord shall enter into a new lease upon the terms and conditions of the Condominium Sublease for the then remaining balance of the term of the Condominium Sublease.
- (c) In the event that such Condominium Subleases shall call for the payment of rent less frequently than quarterly, the provisions of subparagraph 27(a) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Condominium Owner/Subtenant under the terms of the Condominium Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

HOUSER BROS. CO., a limited partnership

By [Signature]
General Partner

By [Signature]
General Partner

"Landlord"

[Signature]
Robert P. Warmington

"Tenant"

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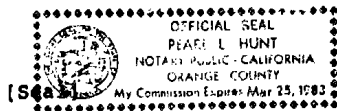
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STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On Aug 13, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Vernon F. & Clifford C. Houser, known to me to be two of the partners of the partnership that executed the within Instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that HE executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public

[Seal]

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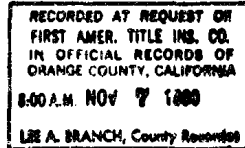
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\$19⁰⁰Recorded at the Request of
and When Recorded Return To:Robert P. Warmington
16592 Hale Avenue
Irvine, California 92714

AP 178-04-01

CONDOMINIUM SUBLEASE

THIS SUBLEASE (hereinafter "lease") is made
this 1st day of August, 1980, by and between
ROBERT P. WARMINGTON, an individual whose address is 16592
Hale Avenue, Irvine, California 92714 (herein termed the
"Landlord"), and
JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

whose address is
4476 Alhambra, Huntington Beach, Ca. 92647
(herein termed the "Tenant").

W I T N E S S E T H:

That whereas Tenant is concurrently acquiring
certain interest in Condominium Unit 53 on Lots 1 and 2
of Tract 10542 as shown on a map recorded in Book 456
Pages 49 and 50 Official Records of Orange County
California consisting of buildings and other improvements
located on Lots 1 and 2 of Tract 10542, which buildings
and other improvements are and shall remain real property.

1. PROPERTY LEASED. For and in consideration
of the payment of the rents and taxes and other charges
and for the performance of all of the covenants and
conditions of this lease by Tenant, Landlord hereby
subleases to Tenant

(i) Unit 53, (the "Unit") as shown and
defined on that certain Condominium Plan
recorded in Book 13358 Pages 1193 et seq.,
Official Records of Orange County,
California (the "Condominium Plan"),
excepting therefrom all buildings and other
improvements;

(ii) An undivided one-eightieth (1/80)
interest in the Common Areas (as defined in
the Condominium Plan, excepting therefrom
all buildings and other improvements;

(iii) An easement for the exclusive use and
occupancy of those portions of the
Restricted Common Area (as defined on said
Condominium Plan) for entry and staircases
and attic space relating to said Unit,
excepting therefrom all buildings and other
improvements;

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(iv) A non-exclusive easement and right to use the Common Area (as defined on said Condominium Plan), except the Restricted Common Area, excepting therefrom all buildings and other improvements.

It is understood that "Houser Bros. Co., a California limited partnership (hereinafter the "Master Lessor") and Landlord have entered into a Ground Lease dated as of August 1, 1980 which is being recorded concurrently herewith (the "Master Lease") as lessor and lessee, respectively. This lease shall be subject and subordinate to the Master Lease, provided that, pursuant to the Master Lease, Master Lessor has agreed not to disturb the subleasehold estate of Tenant in the event of a default under the Master Lease. Tenant acknowledges receipt of a copy of the Master Lease prior to Tenant's execution of this lease. The Unit is one unit in a Condominium Project (the "Project") constructed on the leased land and governed by a Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded in Book 13618, Page 982, Official Records of Orange County, California as amended.

SUBJECT TO:

- (a) Current taxes and assessments.
- (b) Covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record.

2. TERM OF LEASE. The leased land is leased for a basic term commencing on the date this Condominium Sublease is recorded in the Office of the County Recorder of Orange County, California and ending on December 31, 2059, subject, however, to earlier termination as hereinafter provided.

3. RENTAL. Tenant agrees to pay to Landlord, as rental for the use and occupancy of said leased land during the term of this lease, the sum of One Thousand Five Hundred DOLLARS (\$1,500) per year, in quarterly installments of \$375 each in advance, on the first day of the quarter of each calendar year of said term (Provided, however, if the term of this lease commences on a date other than the first day of a calendar quarter, Tenant shall pay an appropriately pro rated amount of such quarterly installments upon the commencement of such term); subject, however, to adjustment at the time and in the manner as herein provided for in Article 21 entitled "Rental Adjustment". All rentals hereunder and charges with respect thereto shall be paid in lawful money of the United States of America.

4. TAXES AND ASSESSMENTS. In addition to the rents above provided, Tenant shall pay and discharge all taxes and general and special assessments of every description which may be levied upon or assessed against the leased land and all interest therein and improvements and other property thereon, (including its Unit) and upon all rentals payable with respect to the leased land, whether belonging to Landlord, Tenant or the Master

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Lessor, as such taxes and assessments become due and payable during the term of this lease. Tenant agrees to protect and hold harmless the Landlord, the Master Lessor and the leased land and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other charges which may be thereby imposed and from any lien therefor or sale or other proceedings to enforce payment thereof.

5. USE OF LEASED LAND. Tenant shall use the leased land and its Unit for single family residential use and purposes incidental thereto. Tenant shall not use or permit any person to so use the leased land and the improvements thereon, or any portion thereof, or its Unit as to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or to violate any public law, ordinance or regulation from time to time applicable thereto.

6. IMPROVEMENTS. When any construction is commenced on the leased land, the same shall be prosecuted with reasonable diligence until completed and shall conform to all public laws, ordinances and regulations applicable thereto and shall be constructed and completed at the sole cost and expense of Tenant and without any cost, expense or liability of Landlord whatsoever. Further, Tenant shall comply with all of the terms, covenants and conditions of the Master Lease pertaining to such construction, including, without limitation, the obligation to obtain the approval of the Master Lessor when, and to the extent required by the Master Lease.

7. MAINTENANCE. Landlord shall not be obligated to make any repairs, alterations, additions or improvements in, to, upon, or adjoining the leased land or any improvements that may be constructed or installed on the leased land. As part of the consideration for Landlord entering this Lease, Tenant shall, at all times during the full term of this Lease and at his sole cost and expense, keep, repair and maintain its Unit and those other portions of the leased land and buildings and improvements therein which are the responsibility of Tenant to maintain and repair under the provisions of the Declaration, in clean and sanitary condition and in good order and repair. Tenant shall pay for all water, gas, heat, light, power, telephone and all other utilities and services furnished to its Unit. Tenant shall make payment directly to the utility involved for all separately metered services and shall pay to the management body for the Project the proportionate share of all centrally metered utilities, such proportion to be determined by said management body.

Tenant shall at all times fully comply with and abide by the terms, covenants, restrictions, provisions and conditions of the Declaration and any amendments thereof, and any rules, regulations, agreements, decisions and determinations duly made by the management body for the Project established pursuant to the Declaration respecting the maintenance, use and occupation of its Unit

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and the leased land and any building or improvements constructed thereon and the payment of all assessments and charges of every type levied by the management body of the Project in connection therewith. In addition to the foregoing, Tenant hereby covenants and agrees to promptly pay at all times during the term hereof, before the same shall become delinquent, Tenant's share of the common expenses of the Project and any and all assessments, charges, and duties of every description, levied under the provisions of the Declaration, without cost, expense or liability to Landlord. Tenant shall further, during the whole term of this lease, by paying his proportionate share of the common expenses of the Project make, build, maintain and repair all fences, sewers, drains, curbs, roads, sidewalks, parking areas, and other improvements which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the leased land.

8. RESTORATION OF IMPROVEMENTS. If, during the term hereof, the dwelling, structures or other improvements, if any, constructed by or for Tenant on the leased land, or any part thereof, shall be damaged or destroyed by fire or other casualty, Tenant may, at its cost and expense, either (a) repair or restore said dwelling and improvements; or (b) subject to the consent of any encumbrancer, if any, tear down and remove the same from the leased land.

9. LIENS AND CLAIMS. Tenant shall not suffer or permit to be enforced against the leased land or its Unit, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land and its Unit, and Tenant hereby indemnifies and agrees to hold Landlord, and its Unit free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord or Master Lessor in connection therewith, and Landlord and Master Lessor shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself, Landlord and Master Lessor against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord the leased land or its Unit, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord and Master Lessor against liability for same; or, if Landlord shall request, Tenant shall

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procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land and the Unit from the effect of such lien or claim or action thereon.

10. **LIABILITIES.** Landlord shall not be liable for any loss, damage, injury or claim of any kind whatsoever to any person or property of Tenant, or any of Tenant's employees, guests or invitees or of any other person whomsoever, caused by any use of the leased land or by any defect in any building, structure or other improvement constructed thereon, or arising from any accident on the leased land or any fire or other casualty thereon, or occasioned by the failure on the part of Tenant to maintain said premises in safe condition, or by any nuisance made or suffered on the leased land, or any improvements thereto, or by any act or omission of Tenant, or of any member of Tenant's family or of Tenant's employees, guests or invitees, or arising from any other cause whatsoever, and Tenant hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby agrees to indemnify and save Landlord free and harmless from liability for any such loss, damage or injury of other persons, and from all costs, expenses and other charges arising therefrom and in connection therewith.

11. **LANDLORD PAYING CLAIMS.** Neither Landlord nor the Master Lessor shall be liable for any loss, damage, injury or claim of any kind or character to any person or property arising from or caused by the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the design, construction of or material in any structure or improvement upon the leased land or in any other improvement; (iii) any defect in soils or in the design of soils or in the design and accomplishment of improvements; (iv) any act or omission of Tenant, its agents, employees, licensees, invitees, contractors; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agent, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land; and Tenant, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Landlord or the Master Lessor for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord and the Master Lessor entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising

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therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord and the Master Lessor in connection therewith.

Tenant either individually, or in conjunction with the Tenants of the remaining undivided interests in the leased land or through the management body for Project shall maintain at all times during the term of the Lease, at its expense and in companies acceptable to Landlord:

(a) Worker's compensation insurance and employer's liability insurance.

(b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and the Master Lessor and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord and the Master Lessor as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord and the Master Lessor prior to cancellation or reduction in coverage or amount.

12. ASSIGNMENT. Tenant shall have the right to assign, sublet or otherwise transfer its interest under this lease without the prior written consent of Landlord. Notwithstanding the foregoing, this lease or any right hereunder shall in no case be assigned separate and apart from Tenant's Unit located on the leased land. Also notwithstanding the foregoing, Landlord shall accept Tenant's assignee in writing following a request therefor.

13. ENCUMBRANCES. Tenant shall have the right to assign Tenant's interest in this Lease and the leased land to a trustee under a deed of trust (herein called "trust deed"), for the benefit of a lender (herein called "encumbrancer") upon and subject to the following covenants and conditions. Landlord's consent shall not be required for such assignment, but Landlord shall execute its written consent to such assignment by trust deed following a request therefor from Tenant:

A. Said trust deed and said assignment and all rights acquired thereunder shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of the Landlord hereunder; and, in the event of any conflict between the provisions of this Lease and the provisions of

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any such trust deed or assignment, the provisions of this lease shall control.

B. Any encumbrancer as a transferee under the provisions of this Article shall be liable to perform the obligations of the Tenant under this Lease only so long as such encumbrancer holds title to the leasehold.

C. Upon and immediately after the recording of the trust deed covering the leased land, Tenant, at Tenant's expense, shall cause to be recorded in the office of the Recorder of Orange County, California, a written request for a copy, to the Landlord, of any notice of default and of any notice of sale under the trust deed as provided by the statutes of the State of California relating thereto. Tenant shall furnish to landlord a complete copy of the trust deed and note secured thereby, together with the name and address of the holder thereof.

D. Landlord agrees that it will not terminate this Lease because of any default or breach hereunder or the part of the Tenant if the encumbrancer or the trustee under such deed of trust, within sixty (60) days after service of written notice on the encumbrancer by Landlord of its intention to terminate this Lease for such default or breach, shall:

(a) Cure such default or breach if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, cause the trustee under the trust deed to commence and thereafter to diligently pursue to completion steps and proceedings for the foreclosure by sale or by exercise of a power of sale under and pursuant to the trust deed in the manner provided by law; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Tenant until such time as said leasehold shall be sold upon foreclosure, or by exercise of a power of sale, pursuant to the trust deed or shall be released or reconveyed thereunder; provided, however, that if the beneficiary under such trust deed shall fail or refuse to comply with any and all of the conditions of this Article with respect to a breach or default as to which notice of intention to terminate this Lease has been given to the encumbrancer, then and thereupon Landlord shall be released from the covenants of forbearance herein contained with respect to such breach or default.

Any notice to the encumbrancer provided for in this Article may be given concurrently with or after Landlord's notice of default to Tenant as herein provided for in the Article entitled "Default."

Any mortgagee shall have the right at any time during the term hereof while this lease is in full force and effect:

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(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person firm or corporation without the consent of Landlord as to such initial transfer, and such obligations shall not commence as to any obligation which cannot be satisfied by the payment of money prior to mortgagee's acquisition of the leasehold estate hereunder by reason of the exercise of its rights as aforesaid.

Until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this lease, consent to any modification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein.

14. DEFAULT. Should Tenant fail to pay any installment of rent or any other sum provided in this lease to be paid by Tenant at the times herein specified and should such default continue uncured for a period of ten (10) days after written notice from Landlord, or should Tenant default in the performance of or breach any other covenant, condition or restriction of this lease herein provided to be kept or performed by Tenant, and should such default or breach continue uncured for a period of thirty (30) days from and after written notice thereof by Landlord to Tenant, then and in any such event, Landlord may declare this lease to be in default and Landlord shall have all of the remedies available at law or stated in the Article entitled "Remedies" or elsewhere provided in this lease.

15. REMOVAL. Upon the expiration of the term of this Lease, and on condition that Tenant shall not then be in default under any of the covenants and conditions hereof, and not otherwise, Tenant shall have the right during the last ninety (90) days of said term, at its sole expense, to remove from the leased land all buildings and other improvements thereon, and Tenant shall fill all excavations and remove all parts of said buildings remaining after the same are removed and surrender possession of the leased land to Landlord in a clean and orderly condition. In the event any of said buildings and other improvements shall not be removed from the leased land within the time hereinabove provided, the same shall become and thereafter remain a part of the leased land and shall belong to Landlord without the payment of any consideration therefor. Upon the expiration of the term hereof, or any sooner termination of this Lease, Tenant

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shall execute, acknowledge and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the leased land and any and all improvements thereon, if not removed by virtue of this Lease or otherwise.

16. PLACE OF PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to the Landlord at the address set forth after Landlord's name above. Whenever either party hereto desires to give written notice to the other respecting this Lease, such notice, if not personally delivered to Landlord or to Tenant, shall be sent by certified or registered mail, with postage prepaid, and directed to either party at the address hereinabove specified, or at such other address as either party may hereafter designate in writing. The service of any such written notice shall be deemed complete at the time of such personal delivery or within two (2) days after the mailing thereof in Orange County, California, as herein provided. Should Landlord or Tenant consist of more than one person, the personal delivery or mailing of such notice to any one of such persons shall constitute complete service upon all such persons. Any notice provided in the Article hereof entitled "Encumbrances" to be given by Landlord to any encumbrancer of Tenant shall be served in the same manner as herein provided in this Article and shall be delivered to the encumbrancer or directed to its address as last shown on the records of Landlord.

17. REMEDIES. Should Tenant at any time be in default hereunder pursuant to the provisions of the Article hereof entitled "Default", then notwithstanding Tenant's breach of this lease and abandonment of the leased land, this lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies hereunder, including, at the option of Landlord:

A. Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article 3 above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten percent (10%) per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

B. By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession

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thereof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;

(iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and

(v) In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten percent (10%) per annum.

Each of the terms, covenants, conditions and provisions of Tenant under this lease is a material consideration for this lease, the breach of which shall be deemed a default hereunder. All rights, options and remedies of Landlord contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver by Landlord of a breach of any of the terms, covenants or conditions of this lease by Tenant shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

In the event any action shall be instituted between Landlord and Tenant in connection with this lease, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees, as fixed by the court therein.

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18. REPRESENTATIONS. Tenant covenants and agrees that it has examined the leased land and that the same is delivered to it in good order and condition and that no representations as to said land have been made by Landlord or by any person or agent acting for Landlord, and it is agreed that this document contains the entire agreement between the parties hereto and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

19. HOLDING OVER. This lease shall terminate and become null and void without further notice upon the expiration of said term. Any holding over shall not constitute a renewal hereof, but the tenancy shall thereafter be on a month-to-month basis and otherwise on the same terms and conditions as herein set forth.

20. EMINENT DOMAIN.

A. Definition of Terms. The term "total taking", as used in this Article, means the taking of the entire leased land under the power of eminent domain or the taking of so much of said land as to prevent or substantially impair the use thereof by Tenant for the uses and purposes hereinabove provided.

The term "partial taking" means the taking of a portion only of the leased land which does not constitute a total taking as defined above.

The term "taking" shall include a voluntary conveyance by Landlord to an agency, authority or public utility under threat of a taking under the power of eminent domain in lieu of formal proceedings.

The term "date of taking" shall be the date upon which title to the leased land or portion thereof passes to and vests in the condemnor.

The term "leased land" means the real property belonging to Landlord, together with any and all improvements placed thereon by Landlord or to which Landlord has gained title.

1. Effect of Taking. If, during the term hereof, there shall be a total taking or partial taking under the power of eminent domain, then the leasehold estate of Tenant in and to the leased land or the portion thereof taken shall cease and terminate as of the date of taking of the said land. If this lease is so terminated, in whole or in part, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the leased land or portion thereof taken shall be paid by Tenant up to the date of taking by the condemnor and the parties shall thereupon be released from all further liability in relation thereto.

C. Allocation of Award - Total Taking. All compensation and damages awarded for the total taking of

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the leased land allocated to Landlord under the terms of the Master Lease shall be allocated as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The fair market value of all of the improvements located on the leased land; and

(ii) The then fair market value of the Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

D. Allocation of Award - Partial Taking. All compensation and damages awarded for the taking of a portion of the leased land allocated to Landlord under the terms of the Master Lease shall be allocated and divided as follows:

(a) Tenant shall be entitled to an amount equal to the sum of the following:

(i) The proportionate reduction of the fair market value of the improvements located on the leased land; and

(ii) The proportionate reduction of the fair market value of Tenant's leasehold interest in the leased land.

(b) Landlord shall be entitled to the amount remaining of the total award after deducting therefrom the sums to be paid to Tenant as hereinabove provided.

E. Reduction of Rent on Partial Taking. In the event of a partial taking, the rent payable by Tenant hereunder shall be adjusted from the date of taking to the next rental adjustment date or to the date of the expiration of the term of this lease, whichever date is sooner. Such rental adjustment will be made by reducing the basic rental payable by the Tenant in the ratio that the fair market value of the leased land at the date of taking bears to the fair market value of the leased land immediately thereafter.

F. Determination of Fair Market Value. Whenever fair market value must be determined for the purposes of this Article, and the parties fail to agree in writing on such fair market value within ten (10) days of a request for such agreement from either party, then fair market value shall be determined by appraisers appointed pursuant to the Article in the Master Lease entitled "Condemnation" or if no such appraiser have been or are to be appointed, by agreement of Landlord and Tenant or, in the absence of such an agreement by appraisers appointed by Landlord and Tenant in the same manner as set forth in such Article.

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21. RENTAL ADJUSTMENT.

A. Effective January 1, 2000, January 1, 2020, and January 1, 2040, the annual rental payable hereunder shall be adjusted to a sum equal to ten percent (10%) of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, as of such dates. The said "unimproved fair market value" of the leased land shall be such value as determined by the Master Lessor and the Landlord in accordance with the terms and provisions of Article 21 of the Master Lease. After any such adjustment of rent, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner herein provided for in the Article entitled "Rental"; provided, however, in no event shall the annual rental, as so adjusted, be less than the annual rental in the immediately preceding period.

Pending the final determination of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under the Article of this lease entitled "Rental". If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental.

B. Effective January 1, 1990, January 1, 2010, January 1, 2030, and January 1, 2050, the annual rental shall be adjusted upwards as follows: As promptly as practical after such dates, Landlord shall compute the increase, if any, in the cost of living during the period just ended, based upon the Consumers Price Index - Los Angeles/Long Beach/Anaheim Metropolitan Area (1967=100), "All items of goods and services purchased by urban wage and clerical worker families" (hereinafter called the "Index"), published by the Bureau of Labor Statistics of the United States Department of Labor. The Index Number for the latest month prior to commencement of the term of this Lease, with respect to which such a Number is published, shall be the "Base Index Number" and the corresponding Index Number for the month which immediately precedes the effective date of the adjustment shall be the "Current Index Number".

The annual rent shall be adjusted by multiplying the rental payable during the immediately preceding year of the term of this lease by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number; provided, however, that the annual rent shall never be reduced below the rental payable in the immediately preceding twelve-month period.

Tenant shall continue payment of rent installments in effect for the expiring rental period until notified by Landlord of the new rent. Such notification shall include a memorandum showing the calculations used by Landlord in determining the new rent. Immediately upon receipt of such notice, Tenant

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BK 13824 PG 1287

shall commence payment of the adjusted rent, and shall also pay to Landlord with respect to any period already expired within thirty (30) days after receipt of such notice, the excess of the new annual rent over the rent actually paid by Tenant.

If publication of the Index shall be discontinued, the most comparable Index when published by any branch or department of the United States Government shall be substituted, or if there is none, the parties shall agree on another source of information, and such adjustments in the method of computation shall be made as may be necessary to carry out the intent of this cost-of-living provision. Appropriate adjustments shall also be made in the event that the base period, or other aspects of the Index are changed. If the parties are unable to agree on a source of information, such source of information shall be determined by arbitration, pursuant to the provisions of the California Code of Civil Procedure.

Notwithstanding the foregoing, the annual rental shall not be adjusted pursuant to the above higher than a sum equal to one hundred seventy percent (170%) of the rent payable in the immediately preceding twelve-month period.

22. DRAINAGE AND FILL. Tenant shall cause all drainage of water from the leased land and improvements thereon to drain or flow into adjacent streets and not upon adjoining property, and Tenant shall so maintain all slopes or terraces on the leased land to prevent any erosion thereof upon such streets or adjoining property.

23. ENCROACHMENTS. If a dwelling house is constructed on the leased land, the wall or walls of which adjoin the wall or walls of a dwelling constructed on a contiguous lot, any such wall shall be considered to adjoin and abut the wall of the contiguous lot against the surface from the bottom of the foundation over the full length and height of any building so erected for residential purposes. Both Tenant and lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any encroachment of any wall of any dwelling house.

Tenant and the lessees of contiguous lots shall have a reciprocal easement appurtenant to each of said lots over said contiguous lots for the purpose of accommodating any natural settlement of any structures located on any of said lots.

Should there be found to exist any party wall or party fence, the agreement between Tenant and the lessee of a contiguous lot or lots shall be that the lessees of the contiguous lots who have a party wall or party fence shall equally have the right to the use of such wall or fence, and such wall shall be considered to adjoin and abut against the surface from the bottom of the foundation over the full length and height of any building so

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BK 13824 Pg 1288

erected. Such rights of use shall be as not to interfere with the use and enjoyment of the lessees of adjoining lots; and, in the event that any such party wall or fence is damaged or injured from any cause other than the act or negligence of one of the lessees, the same shall be repaired or rebuilt at their joint expense.

24. COMPLIANCE WITH LAWS. Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land or its Unit, buildings and other improvements constructed thereon, or the use or manner of use of the leased land or its Unit. Tenant accepts the leased land and its Unit in the actual condition of the same as of the date of this lease.

25. ACCEPTANCE OF PERFORMANCE BY OTHERS. Landlord agrees to accept performance of any of the covenants or agreements of Tenant contained herein from (a) any group of ten or more tenants holding subleases of individual interests in the leased land or (b) the management body for the Project.

26. CONSTRUCTION AND EFFECT. Time is of the essence of this lease. The article headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject to the articles hereof or to be considered in the construction thereof. Each and all of the obligations, covenants, conditions and restrictions of this lease shall be deemed as running with the land and shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Landlord and the heirs, executors, legal representatives, encumbrancers, assignees, successors and subtenants of Tenant. If Tenant consists of more than one person, the covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of such persons. In this lease, the masculine gender includes the feminine and the neuter, and the singular number includes the plural, whenever the context so requires.

27. NON-DISTURBANCE. No mortgage or deed of trust placed on the leased land. Landlord shall be superior to the interest of Tenant herein unless the mortgagee or beneficiary thereunder executes an agreement in recordable form covenanting in a form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action but shall continue in full force and effect so long as this Lease shall remain in full force and effect.

28. ESTOPPEL CERTIFICATES. Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other

WPN:2004A

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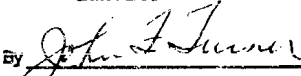
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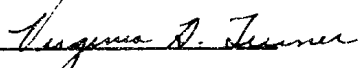
BK 13824PG 1289

party or parties to this lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

By 
Robert P. Warmington
"Landlord"

By 
"Tenant"

By 
"Tenant"

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Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 18 of 182

BK 13824P6 1290

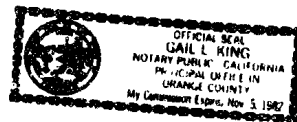
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On August 1, 1980, before me the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Gail L. King
Notary Public

[Seal]



[Attach acknowledgment form for Tenant]

Form 1001—(Individual) First American Title Company

STATE OF CALIFORNIA }
COUNTY OF Orange }

On November 5, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared John F. Turner and Virginia H. Turner

known to me to be the person, s whose name are subscribed to the within instrument and acknowledged to me that they executed the same

WITNESS my hand and official seal.

Signature Bonnie Quenneville
Bonnie Quenneville
Name (Typed or Printed)

OFFICIAL SEAL
BONNIE QUENNEVILLE
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Commission Expires Jan. 13, 1984

(This area for official notarial seal)

WPN:2004A

17

RECORDED

000175



First American

*my*FirstAm® Recorded Document

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Book: 13824
Page: 1291

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Part 2 Page 20 of 182

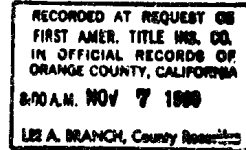
8695

BK 13824 PG 1291

\$5.00

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714



Conveyance connected with leaseholder
interest not to exceed 99 years.

AP 178-011-01

CONVEYANCE OF REMAINDER INTEREST

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE ROBERT P. WARMINGTON CO., a California corporation, hereby grants to ROBERT P. WARMINGTON, an individual, the remainder interest in that portion of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a Map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described on Exhibit I attached hereto, after the term of years expiring upon expiration or early termination of that certain Condominium Sublease of even date herewith, made by Robert P. Warmington, an individual, to _____
_____ John E. Turner and Virginia H. Turner, husband and wife, as Joint Tenants

a short form of which is being recorded concurrently herewith, subject, however, to all matters whether or not of record.

GRANTOR:

THE ROBERT P. WARMINGTON CO.

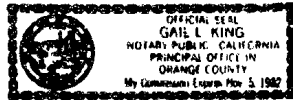
By Olivia N. Gray


By William H. Bitt

BK 13824 PG 1292

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned,
a Notary Public in and for said State, personally appeared
OLIVER N. CRARY, known to me to be the
Vice President, and WILLIAM J. PITTMAN,
known to me to be the Secretary of the corporation
that executed the within Instrument, known to me to be the
persons who executed the within Instrument on behalf of the
corporation therein named, and acknowledged to me that such
corporation executed the within Instrument pursuant to its
by-laws or a resolution of its board of directors.




Notary Public in and for
said County

[SEAL]

BK 13824 PG 1293

EXHIBIT I

Parcel 1

Those portions of Unit 53, as shown and defined on a Condominium Plan ("the Condominium Plan"), recorded in Book 13358, Page 1193, et seq., consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");
- (c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.



First American

*my*FirstAm® Recorded Document

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State: CA
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Book: 13824
Page: 1294

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Part 2 Page 24 of 182

8696

BK 13824 PG 1294

RECORDING AT THE REQUEST OF:

WHEN RECORDED MAIL TO:
Mr. and Mrs. John F. Turner
4476 Alderport
Huntington Beach, Ca. 92647

\$10.00
C3

PAID
DOC TRANSFER TAX
LEE A. BLANCH
ORANGE CO. RECORDER

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:00 A.M. NOV 7 1980
LEE A. BLANCH, County Recorder

Mail Tax Statements to
Address Shown Above

The undersigned Grantor Declares The
Documentary Transfer Tax is \$126.50
Computed On Full Value of Property
Conveyed in Huntington Beach, Ca.

AF 177-011-01

CONDOMINIUM SUBLEASE
(SHORT FORM-MEMORANDUM)
AND GRANT DEED

For the purpose of establishing and vesting in

JOHN F. TURNER and VIRGINIA H. TURNER, husband and wife as Joint Tenants

(the "Condominium Owner"), a Condominium as defined in the
Condominium Plan (the "Condominium Plan"), recorded in Book
13358, Pages 1193, et seq., Official Records of Orange County,
California, located on Lots 1 and 2 of Tract 10542 in the
City of Huntington Beach, County of Orange, State of
California, as shown on a Map recorded in Book 456, Pages 49
and 50 of Miscellaneous Maps, in the Office of the County
Recorder of Orange County, California:

I. DEMISING CLAUSE:

ROBERT P. WARMINGTON, an individual, ("Sublessor"), who
is the lessee under that certain Ground Lease dated as of
August 1, 1980, from HOUSER BROS. CO., a limited partnership,
as lessor, which Ground Lease is being recorded concurrently
herewith, hereby subleases to Condominium Owner, the follow-
ing real property:

Parcel 1

Unit 53, as shown and defined on the
Condominium Plan, excepting that portion con-
sisting of buildings and other improvements.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

BK 13824 PG 1295

Parcel 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

Parcel 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements,

for a term commencing on the date this instrument is recorded in the Office of the County Recorder of Orange County, California, and ending December 31, 2059, and for the rental and upon all the terms and conditions contained in that certain Condominium Sublease (the "Sublease") of even date herewith and recorded concurrently herewith, between Robert P. Warmington and the Condominium Owner.

II. GRANTING CLAUSE:

THE ROBERT P. WARMINGTON CO., a California corporation ("Grantor"), hereby grants to the Condominium Owner for a term expiring upon expiration or an earlier termination of the Sublease the following real property:

BK 13824 PG 1296

Parcel 1

Those portions of Unit 53, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 2

An undivided one-eightieth (1/80) interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 3

An exclusive easement for the use and occupancy of those portions of Restricted Common Area as defined on the Condominium Plan for entry and staircases and attic space relating to said Unit, consisting of buildings and other improvements.

Parcel 4

Non-exclusive easement and right to use those portions of the Common Area as defined on the Condominium Plan, except Restricted Common Area, consisting of buildings and other improvements.

SUBJECT TO:

- (a) general and special taxes and assessments for the current fiscal year;
- (b) the Declaration of Restrictions recorded in Book 13618, Page 982, Official Records of Orange County, California, as amended, (the "Declaration");

BK 13824PG 1237

(c) all other covenants, conditions, restrictions, rights, reservation of rights of way and easements whether or not of record.

The buildings and other improvements referred to above are the buildings and other improvements located on Lots 1 and 2 of Tract 10542, which are and shall remain real property, as more specifically set forth in the Declaration. The real property demised and granted hereby which together constitute a condominium must at all times be held by the same person and may not be separately conveyed, assigned, transferred, encumbered or otherwise alienated, voluntarily, involuntarily or by operation of law.

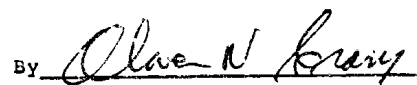
Dated: August 1, 1980.

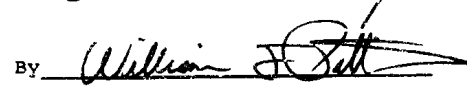
SUBLESSOR:


Robert P. Warmington

GRANTOR:

THE ROBERT P. WARMINGTON CO.

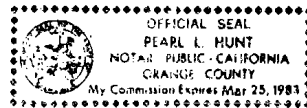
By 

By 

BK 13824 PG 1298

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said County and State, personally
appeared ROBERT P. WARMINGTON, known to me to be the person
whose name is subscribed to the within instrument and
acknowledged that he executed the same.



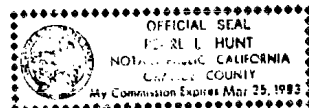
[SEAL]

Pearl L. Hunt
Notary Public in and for
said County

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 1, 1980, before me, the undersigned, a
Notary Public in and for said State, personally appeared
OLIVER N. CRARY, known to me to be
the Vice President, and WILLIAM J. PITTMAN,
known to me to be the Secretary of the corporation
that executed the within Instrument, known to me to be the
persons who executed the within Instrument on behalf of the
corporation therein named, and acknowledged to me that such
corporation executed the within Instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



[SEAL]

Pearl L. Hunt
Notary Public in and for said
County

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First American

*my*FirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Orange
Document Type: Document - Year.DocID
Year: 1986
DocID: 456266

Limitation of Liability for Informational Report

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Ca

SC



85-456266

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

IRELL & MANELLA
840 Newport Center Drive, Suite 500
Newport Beach, California 92660
Attention: Patrick J. Evans, Esq.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-815 PM SEP 30 '86

MAIL TAX STATEMENTS TO:

G/HB INVESTORS,
c/o AP Development Company
17911 Mitchell Avenue
Irvine, California 92714
Attn: Hugh Saddington

See A Branch COUNTY
RECORDER

1444086MT

(Space Above for Recorder's Use)

The undersigned grantor declares:
The real property conveyed hereunder
is located in the City of Huntington
Beach, County of Orange. The
Documentary Transfer Tax is
\$ 247.50 based on full value of
the real property conveyed here-
under, but not on the leasehold
conveyed hereunder, which leasehold
is for a term less than ninety-nine
(99) years.

ASSIGNMENT AND ASSUMPTION
OF
GROUND LEASES
AND
CONDOMINIUM SUBLEASES
AND
GRANT DEED

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES AND
CONDOMINIUM SUBLEASES AND GRANT DEED ("Assignment") is made
and entered into this 30th day of September, 1986 by and
between Robert P. Warmington, a married man, as assignor and
grantor ("Assignor") and G/HB Investors, a California limited
partnership as assignee and grantee ("Assignee").

-1-

2PE01SL

86-456266

R E C I T A L S

A. Houser Bros. Co., a limited partnership ("Houser") is the fee owner of that certain real property (the "Houser Property") located in the City of Huntington Beach and more particularly described in Exhibit "A" attached hereto;

B. Located on the Houser Property is a condominium project (the "Condominium Project") created by that certain Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et. seq., official Records of Orange County, California;

C. The Condominium Plan shows and defines and there are eighty (80) condominiums (the "Condominiums") in the Condominium Project;

D. Houser leased the Condominiums, except for the Condominium Project buildings and improvements, to Assignor under those certain Ground Leases (the "Ground Leases") dated August 1, 1980 and described in Exhibit "B" attached hereto;

E. Assignor subleased the Condominiums, except for the Condominium Project buildings and improvements, to individual condominium tenants (the "Tenants" or a "Tenant") under those certain Condominium Subleases, (the "Subleases") dated August

86-456266

1, 1980 more particularly described in Exhibit "B" attached hereto;

F. The property leased under the Ground Leases and the Subleases is more particularly described as Parcels 1, 2, 5 and 6 of Exhibit "B" attached hereto;

G. The Robert P. Warmington Company ("Company") owned the Condominium Project buildings and improvements and conveyed the Condominium Project buildings and improvements to the Tenants, for a term, with respect to each Tenant, ending on the expiration or earlier termination of the Tenant's Sublease, thereby retaining a remainder interest in a determinable fee estate with respect to the Condominium Project buildings and improvements (the "Remainder Interest"), which Remainder Interest is more particularly described as parcels 3 and 4 of Exhibit "B" attached hereto;

H. Company conveyed the Remainder Interest to Assignor; and

I. Assignor now desires to assign, transfer and convey all of his right, title and interest in and to the Ground Leases and Subleases (collectively the "Leases") and the Remainder Interest to Assignee and Assignee desires to assume all of Assignor's obligations under the Leases.

-3-

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86-456266

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

A G R E E M E N T

1. Assignment. Assignor hereby assigns, transfers, conveys and sets over to Assignee all of his right, title and interest in and to the Leases.

2. Grant of Remainder Interest. Assignor hereby grants, assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Remainder Interest.

3. Quitclaim Grant. Assignor hereby remises, releases and forever quitclaims to Assignee all of his right, title and interest in and to the Houser Property, the Condominium Project, and any property or other rights defined in the Condominium Plan.

4. Assumption. Assignee hereby assumes and agrees to keep and perform all of Assignor's obligations under the Leases.

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-4-

86-456266

5. Indemnification. Assignor agrees to indemnify and hold Assignee harmless from all claims, damages, lawsuits, and liabilities which arise out of or relate to Assignor's obligations under the Leases.

6. Effective Date. This Assignment shall be effective on the date it is recorded.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date first written above.

"ASSIGNOR"


Robert P. Warmington

I am the spouse of Robert P. Warmington. I hereby consent and agree to the terms of the foregoing Assignment.


Loring P. Warmington

"ASSIGNEE"

G/HB Investors,
a California limited partnership

By: AP Development Company,
a California corporation,
general partner

By: 
John E. Wertin, Chairman

86-455266

E X H I B I T "A"

The Houser Property

Lots 1 and 2 of Tract 10542 in the City of Huntington Beach,
County of Orange, State of California, as shown on a map
recorded in Book 456, Pages 49 to 50 of Maps, in the office of
the County Recorder of Said County.

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57-1 Filed 07/26/22
Part 2 Page 1

86-456266

E X H I B I T "B", Page 1

The Leases, the property leased pursuant to the Leases, and the property comprising the Remainder Interest are described as follows:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUB-PARAGRAPH (A) HEREIN BELOW, AND SUBLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUB-PARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

(A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL.

(continued)

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 Filed 07/26/2023
 Part 2 Page 37

B6-456266

EXHIBIT "B" Page 2



ALTA PLAIN
 LANGUAGE COMMITMENT

OR-1444086
 AMENDMENT NO. 1

PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS
 TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE
 TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED
 AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT
1	13754	263	
2	14091	1031	
3	14045	118	
4	13733	199	
5	13760	942	
6	13982	417	
7	13754	297	
8	13726	1238	
9	13822	1546	
10	13773	10	
11			
12	13807	1569	82-128057
13	13780	354	
14	13797	1088	
15	13780	462	
16	13726	1310	
17	13763	259	
18	13915	190	
19	13997	346	
20	13807	1669	
21	13733	278	
22	13775	235	
23	13803	587	
24	14038	692	
25	13793	955	
26	13814	607	
27	13789	1600	
28	13787	1834	
29	13778	173	
30	13896	1090	
31	14091	1139	
32	13726	1346	
33	14005	1903	
34	14048	1460	
35	13861	723	
36	13814	666	
37	13768	1032	
38	13793	1179	
39	13818	1665	
40	13783	875	

PAGE 3

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Part 2 Page 189 of 333

86-456266

EXHIBIT "B" Page 3



ALTA PLAIN
LANGUAGE COMMITMENT

OR-1444086
AMENDMENT NO. 1

41	13824	1312
42	13847	798
43	13726	1102
44	14072	1910
45	13789	1547
46	14066	756
47	14038	637
48	13933	1529
49	13825	1973
50	13783	1732
51	13916	1672
52	14094	1929
53	13824	1259
54	13780	407
55	13780	514
56	14094	1874
57	13726	1208
58	14091	1084
59	13787	1781
60	13795	966
61	13803	335
62	13831	117
63	14250	1197
64	14191	1652
65	13726	1136
66	13765	1665
67	13803	640
68	14031	1108
69	13797	1038
70	14091	977
71	14034	1806
72	14130	1508
73	13785	1959
74	13977	569
75	14091	923
76	14064	1068
77	13726	1274
78	13726	1172
79	14091	869
80	13780	599

(B) THOSE CERTAIN SUBLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT	ORIGINAL
------	------	------	------------	----------

PAGE 4

000195

C-157-1 Filed 07/26/22 Entered 07/26/22 12:22:25 Desc
Part 2 Page 3



EXHIBIT "B" Page 4

86-456266

ALTA PLAIN
LANGUAGE COMMITMENT

OR-1444086
AMENDMENT NO. 1

SUBLESSEE

1	13754	243
2	14091	1046
3	14045	133
4	13733	216 AND
	13754	52
5	13760	917
6	13982	432
7	13754	312
8	13726	1256 AND
	13754	69
9	13822	1561
10	13773	25
11		
12	13807	1584
13	13780	369
14	13797	1103
15	13780	477
16	13726	1328 AND
	13754	86
17	13763	234
18	13715	205
19	13997	361
20	13807	1684
21	13733	296
22	13775	250
23	13803	602
24	14038	707
25	13793	970
26	13814	622
27	13789	1615
28	13787	1849
29	13778	188
30	13896	1125
31	14091	1154
32	13726	1364 AND
	13754	120
33	14005	1919
34	14048	1475
35	13861	738
36	13814	681
37	13766	1047
38	13793	1194
39	13818	1680
40	13783	1800
41	13824	1327
42	13867	813

82-128058

PAGE 5

C 157-1 Filed 07/20/22 Desc
Part 2 Page



EXHIBIT "B" Page 5

86-456266

ALTA PLAIN
LANGUAGE COMMITMENT

OR-1444086
AMENDMENT NO. 1

43	13726	1120
44	14072	1925
45	13789	1562
46	14066	771
47	14038	652
48	13933	1544
49	13826	1
50	13783	1747
51	13916	1687
52	14094	1944
53	13824	1274
54	13780	422
55	13780	529
56	14094	1889
57	13726	1226
58	14091	1099
59	13787	1796
60	13795	981
61	13803	350
62	13831	132
63	14250	1212
64	14191	1667
65	13726	1154
66	13765	1660
67	13803	655
68	14031	1123
69	13797	1053
70	14091	992
71	14034	1821
72	14180	1523
73	13785	1974
74	13977	584
75	14091	938
76	14064	1083
77	13726	1292
78	13726	1190
79	14091	884
80	13780	614

4. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS
FOLLOWS:

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY
OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

PAGE 6

86-456266

OR-1444086
AMENDMENT NO. 1

PARCEL 2:

PARCEL 3:

PARCEL 4:

PARCEL 5:

PARCEL 6:

Page 7

C

57-1

Part

SC

86-456266

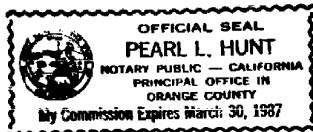
STATE OF CALIFORNIA

COUNTY OF ORANGE

) SS.

On this 24th day of September, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warmington, personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.



Pearl L. Hunt

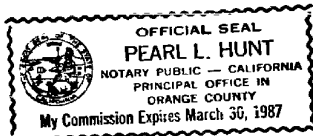
STATE OF CALIFORNIA

COUNTY OF ORANGE

) SS.

On this 24th day of September, in the year 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared Loring P. Warmington, personally known to me or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed it.

WITNESS my hand and official seal.



Pearl L. Hunt

2PE01SL

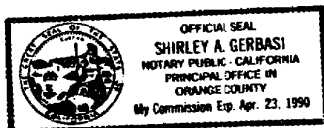
Ca 157-1 Filed 05/24/23 Page 194 of 333 Page ID #:2625
 Part 2

862456266

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

On September 22, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared John E. Wertin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the Chairman on behalf of AP Development Company, the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors, said corporation being known to me to be the general partner of G/HB Investors, the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Shirley A. Gerbasi

2PE01SL

47

PREPARED BY AND
RECORDING REQUESTED BY:
Mical Mortgage, Inc.

and when recorded MAIL to:
MICAL MORTGAGE, INC.
PO BOX 81427
San Diego, CA 92138-9891
LN #928362

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



6.00

19980020299 11:26am 01/14/98

005 28006503 28 49
A32 1 6.00 0.00 0.00 0.00 0.00 0.00

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CORPORATION ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
COUNTRYWIDE HOME LOANS, INC., and/or its assigns
155 NO. LAKE AVE., PASADENA, CA 91101

all beneficial interest under that certain Deed of Trust dated NOVEMBER 20, 1997
executed by TERRI K. LAMBERTH, AN UNMARRIED WOMAN

Trustor(s);

to UNITED TITLE COMPANY,
A CALIFORNIA CORPORATION

Trustee;

and recorded as Instrument No. 97-610303 on NOV. 26, 1997 in Book Page
of Official Records in the County Recorder's office of ORANGE County, State of
CALIFORNIA, describing land therein as per recorded Deed of Trust referred to herein.

TOGETHER with the note or notes therein described or referred to, the money due and to become thereon with
interest, and all rights accrued under said Deed of Trust.

DATED this 11 day of DEC. 1997

MICAL MORTGAGE INC.
A CALIFORNIA CORPORATION

Elizabeth Borgmeier
ELIZABETH BORGMEIER, VICE PRESIDENT

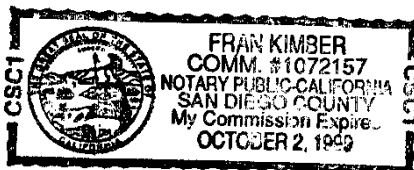
(ACKNOWLEDGMENT FOR CORPORATION)

STATE OF CALIFORNIA County of San Diego

On this 11 day of DEC. 1997, before me, FRAN KIMBER, Notary Public, personally
appeared ELIZABETH BORGMEIER, personally known to me to be the person whose name is subscribed to
the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by
her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal

Fran Kimber
FRAN KIMBER (com. exp. 2 Oct. 1999)





First American

*my*FirstAm® Recorded Document

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WHEN RECORDED MAIL TO:

Part 2

Page 46 of 182

County of Orange, California

Gary L. Granville, Clerk/Recorder

SMITH, SILBA, PARKER
& WOFFINDEN, LLP
19100 Van Korman
Suite 400
IRVINE CA 92612
Attn: LISA SILBA
RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY



12.00

19980644004 4:03pm 09/24/98

005 11009904 11 28

C15 3 6.00 6.00 0.00 0.00 0.00 0.00

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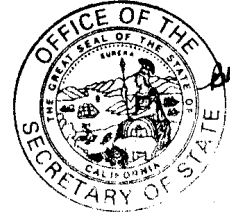
SPACE ABOVE THIS LINE FOR RECORDER'S USE

State of California

Bill Jones

Secretary of State

SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

*That the annexed transcript of _____ page(s) was prepared by
and in this office from the record on file, of which it purports to be a copy,
and that it is full, true and correct.*



*IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California*

AUG 26 1998

Bill Jones

Secretary of State

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc



Part 2 Page 47 of 182
State of California
Secretary of State



Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

IMPORTANT-- Read instructions on back before completing this form.
 This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE-FORM LP-1) 8622400032		2. NAME OF LIMITED PARTNERSHIP G/HB Investors, a California limited partnership	
THIS CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: COMPLETE APPROPRIATE SUB-SECTION(S). CONTINUE ON SECOND PAGE, IF NECESSARY.			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: ZIP CODE:		E. GENERAL PARTNER NAME CHANGE OLD NAME: NEW NAME:	
C. CALIFORNIA OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: CA ZIP CODE:		F. GENERAL PARTNER(S) WITHDRAWN: NAME: Barbara D. Wertin Separate Property Trust NAME: Established pursuant to Trust Instrument NAME: dated April 21, 1995	
D. GENERAL PARTNER ADDRESS CHANGE: NAME: ADDRESS: CITY: STATE: ZIP CODE:		G. GENERAL PARTNER ADDED: NAME: LPL Asset Management Corporation, a NAME: California corporation ADDRESS: 19100 Von Karman Avenue, Suite 370 Irvine CA ZIP CODE: 92612	
H. PERSON(S) WINDING UP AFFAIRS OF LIMITED PARTNERSHIP: NAME: ADDRESS: CITY: STATE: ZIP CODE:		I. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO: NAME: ADDRESS: CITY: STATE: ZIP CODE:	
J. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, RESTATEMENT, DISSOLUTION, CONTINUATION, CANCELLATION AND MERGER IS CHANGED TO: <input type="checkbox"/>		K. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S). NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	
(PLEASE INDICATE NUMBER ONLY)			

L. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)

Barbara D. Wertin
 SIGNATURE Barbara D. Wertin as
 Trustee of the Barbara D. Wertin
 Separate Property Trust
 POSITION OR TITLE DATE
 Established pursuant to Trust
 Instrument dated April 21, 1995
 SIGNATURE

8/12/98
 POSITION OR TITLE DATE

LPL Asset Management Corporation
 a California Corporation

SIGNATURE
 By: *Hugh M. Saddington* 8/12/98
 POSITION OR TITLE President DATE

SIGNATURE
 POSITION OR TITLE DATE

THIS SPACE FOR FILING OFFICER USE

8622400032

FILEDIn the office of the Secretary of State
of the State of California

AUG 18 1998

Bill Jones
BILL JONES, Secretary of State

SEC/STATE REV. 1/96

FORM LP-2 - FILING FEE: \$30.00

Approved by Secretary of State

000204

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 48 of 182

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

FORM; PARTNERSHIP; FORM

PLACE OF EXECUTION: SANTA ANA, CA

DATED: September 4, 1998

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:  _____



First American

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Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SMITH, SILBA, PARKER
& WOFFINDEN, LLP
19100 Van Kerman
Suite 400
Irvine CA 92612
Attn: Lisa Silba

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

9820299-AS

Part 2 Page 50 of 182

County of Orange, California
Gary L. Granville, Clerk/Recorder



12.00

19980644005 4:03pm 09/24/98

005 11009904 11 28

C15 3 6.00 6.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

State of California

Bill Jones

Secretary of State

SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

*That the annexed transcript of _____ page(s) was prepared by
and in this office from the record on file, of which it purports to be a copy,
and that it is full, true and correct.*



*IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California*

AUG 26 1998

Bill Jones

Secretary of State

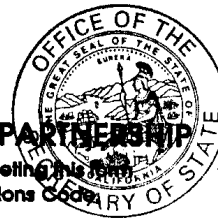
SEC STATE FORM LP 222A (Rev. 8/96)

000207

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc



State of California Secretary of State



Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

IMPORTANT-- Read instructions on back before completing this form.

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE-FORM LP-1) 8622400032		2. NAME OF LIMITED PARTNERSHIP G/HB Investors, a California limited partnership	
THIS CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY.			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE:		E. GENERAL PARTNER NAME CHANGE:	
ADDRESS:		OLD NAME:	
CITY: STATE: ZIP CODE:		NEW NAME:	
C. CALIFORNIA OFFICE ADDRESS CHANGE:		F. GENERAL PARTNER(S) WITHDRAWN:	
ADDRESS:		NAME: Barbara Wertin	
CITY: STATE: CA ZIP CODE:		NAME:	
D. GENERAL PARTNER ADDRESS CHANGE:		G. GENERAL PARTNER ADDED: Barbara D. Wertin Separate Property Trust Established Pursuant to Trust Instrument dated April 21, 1995	
NAME:		ADDRESS: 1048 Irvine Avenue, Suite 485	
ADDRESS:		CITY: Irvine STATE: CA ZIP CODE: 92660	
CITY: STATE: ZIP CODE:		H. PERSON(S) WINDING UP AFFAIRS OF LIMITED PARTNERSHIP:	
NAME:		I. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:	
ADDRESS:		NAME:	
CITY: STATE: ZIP CODE:		ADDRESS:	
J. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, RESTATEMENT, DISSOLUTION, CONTINUATION, CANCELLATION AND MERGER IS CHANGED TO:		K. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S).	
<input type="checkbox"/>		NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	
(PLEASE INDICATE NUMBER ONLY)			

IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)

<u>Barbara Wertin</u> SIGNATURE Barbara Wertin 4/21/95 POSITION OR TITLE DATE SIGNATURE POSITION OR TITLE DATE	<u>Barbara D. Wertin</u> SIGNATURE Barbara D. Wertin Trustee of the Barbara D. Wertin Separate Property Trust Established Pursuant to Trust Instrument dated April 21, 1995 SIGNATURE 4/21/95 POSITION OR TITLE DATE
---	---

3. RETURN ACKNOWLEDGEMENT TO:

NAME [SMITH, SILBAR, PARKER & WOFFINDEN, LLP]
 ADDRESS [19100 Von Karman Avenue, Suite 400]
 CITY [Irvine, California 92612]
 STATE []
 ZIP CODE []

SEC/STATE REV. 1/96

FORM LP-2 - FILING FEE: \$30.00

Approved by Secretary of State

THIS SPACE FOR FILING OFFICER USE

86 22400032

FILED
 In the office of the Secretary of State
 of the State of California

AUG 18 1998

Bill Jones
 BILL JONES, Secretary of State

000208

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 52 of 182

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

PARTNERSHIP; COMPLETING THIS FORM; CODE.

PLACE OF EXECUTION: SANTA ANA, CA

DATED: September 4, 1998

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: _____

J. J. Larca



First American

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Year: 1998
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Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Part 2

Page 54 of 182

County of Orange, California

Gary L. Granville, Clerk/Recorder

SMITH, SILBAR, PARKER
& WOFFENDEN, LLP
19100 Von Karmen
Suite 400
IRVINE CA 92612
Attn: LISA SILBAR

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY



12.00

19980644006 4:03pm 09/24/98

005 11009904 11 28

C15 3 6.00 6.00 0.00 0.00 0.00 0.00

9820299-AS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

State of California

Bill Jones

Secretary of State

SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

*That the annexed transcript of _____ page(s) was prepared by
and in this office from the record on file, of which it purports to be a copy,
and that it is full, true and correct.*



*IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California*

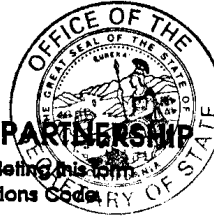
AUG 26 1998

Bill Jones

Secretary of State



Part 2 Page 55 of 182
State of California
Secretary of State



Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP**IMPORTANT-- Read instructions on back before completing this form.**

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE-FORM LP-1) 8622400032		2. NAME OF LIMITED PARTNERSHIP G/HB Investors, a California limited partnership	
3. THIS CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: COMPLETE APPROPRIATE SUB-SECTION(S). CONTINUE ON SECOND PAGE IF NECESSARY.			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: ZIP CODE:		E. GENERAL PARTNER NAME CHANGE: OLD NAME: NEW NAME:	
C. CALIFORNIA OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: CA ZIP CODE:		F. GENERAL PARTNER(S) WITHDRAWN: J and B Wertin Revocable Trust Established NAME: pursuant to Trust Instrument dated NAME: October 30, 1989	
D. GENERAL PARTNER ADDRESS CHANGE: NAME: ADDRESS: CITY: STATE: ZIP CODE:		G. GENERAL PARTNER ADDED: NAME: Barbara Wertin ADDRESS: 1048 Irvine Avenue, Suite 485 CITY: Newport Beach STATE: CA ZIP CODE: 92660	
H. PERSON(S) WINDING UP AFFAIRS OF LIMITED PARTNERSHIP: NAME: ADDRESS: CITY: STATE: ZIP CODE:		I. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO: NAME: ADDRESS: CITY: STATE: ZIP CODE:	
J. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, RESTATEMENT, DISSOLUTION, CONTINUATION, CANCELLATION AND MERGER IS CHANGED TO: <input type="checkbox"/> (PLEASE INDICATE NUMBER ONLY)		K. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S). NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	
L. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)			
SIGNATURE <u>John E. Wertin</u> of the J and B Wertin Revocable Trust Established pursuant to Trust Instrument dated October 30, 1989 POSITION OR TITLE _____ DATE <u>6/28/93</u>		SIGNATURE <u>Barbara Wertin</u> Barbara Wertin 6/28/93 POSITION OR TITLE _____ DATE _____	
SIGNATURE _____ POSITION OR TITLE _____ DATE <u>6/28/93</u>		SIGNATURE _____ POSITION OR TITLE _____ DATE _____	
1. RETURN ACKNOWLEDGEMENT TO: NAME <u>SMITH, SILBAR, PARKER & WOFFINDEN, LLP</u> ADDRESS <u>19100 Von Karman Avenue, Suite 400</u> CITY <u>Irvine, California 92612</u> STATE _____ ZIP CODE _____			
REC/STATE REV. 1/96		FORM LP-2 - FILING FEE: \$30.00 Approved by Secretary of State <u>[Signature]</u>	

THIS SPACE FOR FILING OFFICER USE

8622400032

FILED
 In the office of the Secretary of State
 of the State of California

AUG 18 1998

[Signature]
 BILL JONES, Secretary of State

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 56 of 182

GOVERNMENT CODE 27361.7

I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

PARTNERSHIP; COMPLETING THIS FORM; CODE.

PLACE OF EXECUTION: SANTA ANA, CA

DATED: September 4, 1998

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:  _____



First American

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Year: 1998
DocID: 0644007

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Part 2

Page 58 of 182

County of Orange, California

Gary L. Granville, Clerk/Recorder

SMITH, GILBAR, PARKER
& WOFFENOEN, LLP
19100 Von Karmen
Suite 400
Irvine, CA 92612
Attn: Lisa Gilbar



12.00

19980644007 4:03pm 09/24/98

005 11009904 11 28

C15 3 6.00 6.00 0.00 0.00 0.00 0.00

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

9820299-AS

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State of California

Bill Jones

Secretary of State

SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

*That the annexed transcript of _____ page(s) was prepared by
and in this office from the record on file, of which it purports to be a copy,
and that it is full, true and correct.*



*IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California*

AUG 26 1998

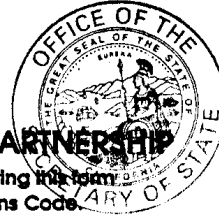
Bill Jones

Secretary of State

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc



Part 2 Page 59 of 182
State of California
Secretary of State



Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP**IMPORTANT-- Read instructions on back before completing this form**

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE--FORM LP-1) 8622400032		2. NAME OF LIMITED PARTNERSHIP G/HB Investors, a California limited partnership	
THIS CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: COMPLETE APPROPRIATE SUB-SECTION(S). CONTINUE ON SECOND PAGE, IF NECESSARY.			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: ZIP CODE:		E. GENERAL PARTNER NAME CHANGE: OLD NAME: NEW NAME:	
C. CALIFORNIA OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: CA ZIP CODE:		F. GENERAL PARTNER(S) WITHDRAWN: NAME: M.V. Villas Associates, a California limited partnership NAME:	
D. GENERAL PARTNER ADDRESS CHANGE: NAME: ADDRESS: CITY: STATE: ZIP CODE:		G. GENERAL PARTNER ADDED: NAME: J and B Wertin Revocable Trust Established pursuant to Trust Instrument dated 10/30/89 ADDRESS: 1048 Irvine Avenue, Suite 485 CITY: Newport Beach STATE: CA ZIP CODE: 92660	
H. PERSON(S) WINDING UP AFFAIRS OF LIMITED PARTNERSHIP: NAME: ADDRESS: CITY: STATE: ZIP CODE:		I. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO: NAME: ADDRESS: CITY: STATE: ZIP CODE:	
J. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, RESTATEMENT, DISSOLUTION, CONTINUATION, CANCELLATION AND MERGER IS CHANGED TO: <input type="checkbox"/>		K. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S). NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	

(PLEASE INDICATE NUMBER ONLY)

L. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)

M.V. Villas Associates, a California limited partnership

SIGNATURE
By: M.V. Villas, Inc., a California corporationPOSITION OR TITLE DATE
By: John E. Wertin

President 6/28/93

SIGNATURE John E. Wertin Trustee of the J and B Wertin Revocable Trust
POSITION OR TITLE DATE
Established pursuant to Trust Instrument Dated 10/30/89
SIGNATURE

6/28/93

M. RETURN ACKNOWLEDGEMENT TO:

NAME SMITH, SILBAR, PARKER & WOFFINDEN, LLP
ADDRESS 19100 Von Karman Avenue, Suite 400
CITY Irvine, California 92612
STATE
ZIP CODE

REC/STATE REV. 1/96

FORM LP-2 -- FILING FEE: \$30.00
Approved by Secretary of State

THIS SPACE FOR FILING OFFICER USE

8622400032

FILED
In the office of the Secretary of State
of the State of California

AUG 18 1998

Bill Jones
BILL JONES, Secretary of State

000216



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County: Orange
Document Type: Document - Year.DocID
Year: 1998
DocID: 0644008

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Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

RECORDING REQUESTED BY AND
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Part 2

Page 01 of 182

Recorded in the County of Orange, California

Gary L. Granville, Clerk/Recorder

SMITH, SILBA, PARKER
WOFFINDEN
19100 Von Karman
IRVINE CA 92612
Attn: LISA SILBA



21.00

19980644008 4:03pm 09/24/98

005 11009904 11 28

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RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

9820299-AS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

State of California

Bill Jones

Secretary of State

SACRAMENTO



I, BILL JONES, Secretary of State of California, hereby certify:

*That the annexed transcript of 5 page(s) was prepared by
and in this office from the record on file, of which it purports to be a copy,
and that it is full, true and correct.*



*IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California*

SEP 02 1998

Bill Jones

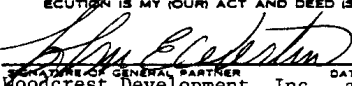
Secretary of State

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

Part 2 STATE OF CALIFORNIA
CERTIFICATE OF LIMITED PARTNERSHIP—FORM LP-1

IMPORTANT—Read instructions on back before completing this form

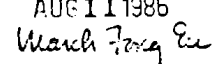
This Certificate is presented for filing pursuant to Chapter 3, Article 2, Section 15621, California Corporations Code.

1. NAME OF LIMITED PARTNERSHIP G/HR Investors, a California limited partnership			3. CITY AND STATE Irvine, California	4. ZIP CODE 92714
2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 17911 Mitchell Avenue			5. CITY CALIF.	7. ZIP CODE
5. STREET ADDRESS OF CALIFORNIA OFFICE IF EXECUTIVE OFFICE IN ANOTHER STATE			6. CITY	7. ZIP CODE
8. COMPLETE IF LIMITED PARTNERSHIP WAS FORMED PRIOR TO JULY 1, 1984 AND IS IN EXISTENCE ON DATE THIS CERTIFICATE IS EXECUTED. THE ORIGINAL LIMITED PARTNERSHIP CERTIFICATE WAS RECORDED ON _____ 19 _____ WITH THE RECORDER OF _____ COUNTY. FILE OR RECORDATION NUMBER _____				
9. NAMES AND ADDRESSES OF ALL GENERAL PARTNERS: (CONTINUE ON SECOND PAGE IF NECESSARY) NAME: Woodcrest Development, Inc., a California corporation, John E. Wertin, Chairman ADDRESS: 17911 Mitchell Avenue CITY: Irvine STATE: California ZIP CODE: 92714				
9A. NAME: ADDRESS: CITY: STATE: ZIP CODE:				
9B. NAME: ADDRESS: CITY: STATE: ZIP CODE:				
10. NAME AND ADDRESS OF AGENT FOR SERVICE OF PROCESS NAME: John E. Wertin ADDRESS: 17911 Mitchell Avenue CITY: Irvine STATE: California ZIP CODE: 92714				
11. TERM FOR WHICH THIS PARTNERSHIP IS TO EXIST dissolution upon the first to occur of general partner adjudged a bankrupt, dissolution by law or vote of partners owning 80% or more of partnership assets.				
12. FOR THE PURPOSE OF FILING AMENDMENTS, DISSOLUTION AND CANCELLATION CERTIFICATES PERTAINING TO THIS CERTIFICATE, THE ACKNOWLEDGMENT OF <input checked="" type="checkbox"/> 1 GENERAL PARTNERS IS REQUIRED.				
13. ANY OTHER MATTERS THE GENERAL PARTNERS DESIRE TO INCLUDE IN THIS CERTIFICATE MAY BE NOTED ON SEPARATE PAGES AND BY REFERENCE HEREIN IS A PART OF THIS CERTIFICATE. NUMBER OF PAGES ATTACHED <input type="checkbox"/> 0				
14. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EX- ECUTION IS MY (OUR) ACT AND DEED (SEE INSTRUCTIONS)				
SIGNATURE OF GENERAL PARTNER  Woodcrest Development, Inc., a California corporation, John E. Wertin, Chairman		SIGNATURE OF GENERAL PARTNER DATE		
SIGNATURE OF OTHER THAN GENERAL PARTNER		SIGNATURE OF GENERAL PARTNER DATE		
SIGNATURE OF OTHER THAN GENERAL PARTNER		TITLE OR DESIGNATION DATE		
16. RETURN ACKNOWLEDGMENT TO: NAME ADDRESS Hugh M. Saddington, CPA CITY AND STATE Irvine, CA 92714 ZIP CODE				

15. THIS SPACE FOR FILING OFFICER
USE (FILE NUMBER, DATE OF FILING)

8622400032

FILED
In the office of the Secretary of State
of the State of California

AUG 11 1986

MARCH FONG EU
SECRETARY OF STATE

FORM LP-1—FILING FEE \$70
Approved by the Secretary of State

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

Part 2 Page 63 of 182

STATE OF CALIFORNIA
AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP—FORM LP-2

IMPORTANT—Read instructions on back before completing this form

This Amendment is presented for filing pursuant to Chapter 3, Article 2, Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE) 8622400032	2. SECRETARY OF STATE FILE DATE (ORIGINAL CERTIFICATE) August 11, 1986
--	--

3. NAME OF LIMITED PARTNERSHIP
 G/HB Investors, a California limited partnership

4. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTIONS)

A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO: _____, a California Limited Partnership

B. THE PRINCIPAL EXECUTIVE OFFICE ADDRESS ☐ OR THE OFFICE ADDRESS IN CALIFORNIA, IF THE PRINCIPAL EXECUTIVE OFFICE IS LOCATED OUTSIDE CALIFORNIA ☐ IS CHANGED TO:

C. THE ADDRESS OF THE FOLLOWING GENERAL PARTNER(S) IS CHANGED TO: (CONTINUE ON SEPARATE PAGE IF NECESSARY)

D. THE FOLLOWING GENERAL PARTNER(S) HAS (HAVE) WITHDRAWN: (CONTINUE ON SEPARATE PAGE IF NECESSARY)
 Woodcrest Development, Inc., a California corporation
 John E. Wertin, Chairman, 17911 Mitchell Avenue, Irvine, California 92714

E. THE FOLLOWING GENERAL PARTNER(S) HAS (HAVE) BEEN ADDED: (CONTINUE ON SEPARATE PAGE IF NECESSARY)
 AP Development Company, a California corporation
 John E. Wertin, Chairman, 17911 Mitchell Avenue, Irvine, California 92714

F. THE ADDRESS OF THE CURRENT AGENT FOR SERVICE OF PROCESS IS CHANGED TO:

G. THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:

H. THE TERM FOR WHICH THE LIMITED PARTNERSHIP IS TO EXIST HAS BEEN CHANGED TO:

I. OTHER MATTERS INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGE(S).
 NUMBER OF PAGES ATTACHED: 0

5. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)

Woodcrest Development, Inc., a California corporation, John E. Wertin, Chairman <i>(Withdrawn)</i> <i>[Signature]</i> 9-23-86 SIGNATURE OF GENERAL PARTNER X-DATE	AP Development Company, a California corporation, John E. Wertin, Chairman <i>(Added)</i> <i>[Signature]</i> 9-23-86 SIGNATURE OF GENERAL PARTNER X-DATE
---	--

SIGNATURE OF OTHER THAN GENERAL PARTNER	TITLE OR DESIGNATION	DATE
---	----------------------	------

7. RETURN ACKNOWLEDGMENT TO:

NAME	Hugh M. Saddington, CPA
ADDRESS	17911 Mitchell Avenue
CITY	Irvine, California 92714
STATE	
ZIP CODE	

6. THIS SPACE FOR FILING OFFICER USE
 (DATE OF FILING)
 8622400032

FILED
 In the Office of the Secretary of State
 of the State of California

SEP 24 1986

March Fong Eu
 MARCH FONG EU, Secretary of State

FORM LP-2—FILING FEE \$15
 Approved by the Secretary of State

000220

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc



Part 2 Page 64 of 182
State of California
 March Fong Eu
 Secretary of State

Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. ORIGINAL CERTIFICATE—FORM LP-11 8622400032		2. NAME OF LIMITED PARTNERSHIP G/HB Investors, a California limited partnership	
3. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY.)			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: ZIP CODE:		E. GENERAL PARTNER NAME CHANGE: OLD NAME: NEW NAME:	
C. CALIFORNIA OFFICE ADDRESS CHANGE: ADDRESS: CITY: STATE: CA ZIP CODE:		F. GENERAL PARTNER(S) WITHDRAWN: NAME: AP Development Company, a NAME: California corporation	
G. GENERAL PARTNER ADDRESS CHANGE: NAME: ADDRESS: CITY: STATE: ZIP CODE:		H. GENERAL PARTNER ADDED: NAME: TNPC, Inc. ADDRESS: 17911 Mitchell Ave CITY: Irvine STATE: CA ZIP CODE: 92714	
I. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO: NAME: ADDRESS: CITY: STATE: CA ZIP CODE:			
L. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, DISSOLUTION, CONTINUATION AND CANCELLATION IS CHANGED TO: <div style="text-align: center;"> <input type="checkbox"/> </div> (PLEASE INDICATE NUMBER ONLY)		J. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGES: NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	
4. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)			
AP DEVELOPMENT COMPANY TNPC, Inc. (added)		THIS SPACE FOR FILING OFFICER USE <div style="font-size: 1.5em; font-family: cursive;">86 224 00032</div> <div style="text-align: center;"> FILED <small>In the office of the Secretary of State of the State of California</small> SEP 13 1993 <i>March Fong Eu</i> MARCH FONG EU SECRETARY OF STATE </div>	
SIGNATURE SIGNATURE President 8/26/89 President 8/26/89 POSITION OR TITLE DATE POSITION OR TITLE DATE			
 SIGNATURE SIGNATURE			
POSITION OR TITLE DATE POSITION OR TITLE DATE			
5. RETURN ACKNOWLEDGEMENT TO: NAME <input type="checkbox"/> TNPC, Inc. <input type="checkbox"/> ADDRESS John E. Wertin CITY 17911 Mitchell Ave STATE Irvine, CA 92714 ZIP CODE			
SEC/STATE REV. 1/88		FORM LP-2—FILING FEE: \$15 Approved by Secretary of State	

000221

Case 8:21-hk-11710-SG 3 Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc



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State of California
March Fong Eu
 Secretary of State

Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE—Form LP-1)		2. NAME OF LIMITED PARTNERSHIP	
8622400032		G/HB Investors, a California limited partnership	
3. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY.)			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE:		E. GENERAL PARTNER NAME CHANGE:	
ADDRESS:		OLD NAME: TNPC, Inc. a California	
CITY: STATE: ZIP CODE:		NEW NAME: corporation The Pacific Company	
C. CALIFORNIA OFFICE ADDRESS CHANGE:		F. GENERAL PARTNER(S) WITHDRAWN:	
ADDRESS:		NAME:	
CITY: STATE: CA ZIP CODE:		NAME:	
D. GENERAL PARTNER ADDRESS CHANGE:		G. GENERAL PARTNER ADDED:	
NAME:		NAME:	
ADDRESS:		ADDRESS:	
CITY: STATE: ZIP CODE:		CITY: STATE: ZIP CODE:	
H. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:			
NAME:			
ADDRESS: CITY: STATE: CA ZIP CODE:			
I. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, DISSOLUTION, CONTINUATION AND CANCELLATION IS CHANGED TO:		J. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGES.	
<input type="checkbox"/>		NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	
(PLEASE INDICATE NUMBER ONLY.)			
4. IT IS HEREBY DECLARED THAT I AM (WE ARE THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)			
SIGNATURE		SIGNATURE	
President 11/1/89		President 11/1/89	
POSITION OR TITLE DATE		POSITION OR TITLE DATE	
SIGNATURE		SIGNATURE	
POSITION OR TITLE DATE		POSITION OR TITLE DATE	
5. RETURN ACKNOWLEDGEMENT TO:			
NAME			
ADDRESS The Pacific Company			
CITY John E. Wertin			
STATE 17911 Mitchell Avenue			
ZIP CODE Irvine, CA 92714			
REC/STATE REV. 1/88			
FORM LP-2—FILING FEE: \$15 Approved by Secretary of State			

THIS SPACE FOR FILING OFFICER USE

86 22400032

FILED

In the office of the Secretary of State
of the State of California

OCT 01 1993

March Fong Eu

MARCH FONG EU
SECRETARY OF STATE

000222

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State of California
 March Fong Eu
 Secretary of State

Form LP-2

AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
IMPORTANT—Read instructions on back before completing this form

This Certificate is presented for filing pursuant to Section 15622, California Corporations Code.

1. SECRETARY OF STATE FILE NO. (ORIGINAL CERTIFICATE—Form LP-1) 8622400032		2. NAME OF LIMITED PARTNERSHIP G/HB Investors, a California limited partnership	
3. THE CERTIFICATE OF LIMITED PARTNERSHIP IS AMENDED AS FOLLOWS: (COMPLETE APPROPRIATE SUB-SECTION(S) CONTINUE ON SECOND PAGE, IF NECESSARY).			
A. THE LIMITED PARTNERSHIP NAME IS CHANGED TO:			
B. PRINCIPAL EXECUTIVE OFFICE ADDRESS CHANGE		E. GENERAL PARTNER NAME CHANGE	
ADDRESS: CITY: STATE: ZIP CODE:		OLD NAME: NEW NAME:	
C. CALIFORNIA OFFICE ADDRESS CHANGE		F. GENERAL PARTNER(S) WITHDRAWN	
ADDRESS: CITY: STATE: CA ZIP CODE:		NAME: The Pacific Company, NAME:	
G. GENERAL PARTNER ADDRESS CHANGE		G. GENERAL PARTNER ADDED	
NAME: ADDRESS: CITY: STATE: ZIP CODE:		NAME: M.V. Villas Associates, a California limited partnership ADDRESS: 17911 Mitchell Avenue CITY: Irvine STATE: CA ZIP CODE: 92714	
H. INFORMATION CONCERNING THE AGENT FOR SERVICE OF PROCESS HAS BEEN CHANGED TO:			
NAME: ADDRESS: CITY: STATE: CA ZIP CODE:			
I. THE NUMBER OF GENERAL PARTNERS REQUIRED TO ACKNOWLEDGE AND FILE CERTIFICATES OF AMENDMENT, DISSOLUTION, CONTINUATION AND CANCELLATION IS CHANGED TO:		J. OTHER MATTERS TO BE INCLUDED IN THE CERTIFICATE OF LIMITED PARTNERSHIP ARE AMENDED AS INDICATED ON THE ATTACHED PAGES.	
<input type="checkbox"/>		NUMBER OF PAGES ATTACHED: <input type="checkbox"/>	
PLEASE INDICATE NUMBER ONLY.			
A. IT IS HEREBY DECLARED THAT I AM (WE ARE) THE PERSON(S) WHO EXECUTED THIS AMENDMENT TO THE IDENTIFIED CERTIFICATE OF LIMITED PARTNERSHIP, WHICH EXECUTION IS MY (OUR) ACT AND DEED. (SEE INSTRUCTIONS)			
The Pacific Company		M.V. Villas Associates, a California limited partnership	
SIGNATURE	DATE	SIGNATURE	DATE
President	10/20/92	By: M.V. Villas, Inc., a California corporation, G.P.	
<i>John E. Wertin</i>		<i>John E. Wertin</i>	
SIGNATURE	DATE	SIGNATURE	DATE
		President of G.P. 10/20/92	
5. RETURN ACKNOWLEDGEMENT TO:			
NAME			
ADDRESS M.V. Villas Associates			
CITY John E. Wertin			
STATE 17911 Mitchell Avenue			
ZIP CODE Irvine, CA 92714			
SEC/STATE REV. 1/84			
FORM LP-2—FILING FEE, \$15 Approved by Secretary of State			

THIS SPACE FOR FILING OFFICER USE

8622400032

FILED

In the office of the Secretary of State
of the State of California

NOV - 1 1993

March Fong Eu
MARCH FONG EU
SECRETARY OF STATE

000223

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GOVERNMENT CODE 27361.7

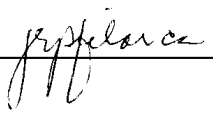
I CERTIFY UNDER THE PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

PARTNERSHIP; COMPLETING THIS FORM; CODE.

PLACE OF EXECUTION: SANTA ANA, CA

DATED: September 4, 1998

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:  _____



First American

*my*FirstAm® Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Orange
Document Type: Document - Year.DocID
Year: 1998
DocID: 0644009

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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County of Orange, California
Gary L. Granville, Clerk/RecorderRECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

30.00

19980644009 4:03pm 09/24/98

RECORDING REQUESTED BY 005 11009904 11 28
AND WHEN RECORDED RETURN TO: A34 9 6.00 24.00 0.00 0.00 0.00 0.00BARBARA D. WERTIN, TRUSTEE
1048 Irvine Avenue
Suite 485
Newport Beach, California 92660

9820199-AS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # _____

Documentary Transfer Tax: \$0

NO TRANSFER TAX
DUE - Term of lease less than
99 years

MEMORANDUM OF ASSIGNMENT OF GROUND LEASE AND SUBLEASES

1. This Memorandum of Assignment of Ground Lease and Subleases ("Memorandum") is made and entered into by and between G/HB INVESTORS, a California limited partnership ("Assignor"), and BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995, a revocable intervivos trust ("Assignee").

2. Assignor has assigned to Assignee an undivided 78.34% interest in a certain ground lease and subleases covering real property located in the City of Huntington Beach, County of Orange, State of California, as more particularly described on attached Exhibit "A", which is incorporated herein by this reference, pursuant to the terms and conditions of that certain unrecorded Second Amendment to Partnership Agreement of G/HB Investors dated as of August 1, 1998, by and between Assignor, Assignee and LPL Asset Management Corporation, a California corporation (the "Amendment"). The terms and conditions of the Amendment are incorporated herein by this reference.

Executed on September 9, 1998 at Irvine, California."ASSIGNEE"BARBARA D. WERTIN SEPARATE
PROPERTY TRUST DATED APRIL
21, 1995By: Barbara D. Wertin
Barbara D. Wertin
Its: Trustee"ASSIGNOR"G/HB INVESTORS, a California
limited partnershipBy: LPL Asset Management
Corporation, a
California corporation
By: Hugh M. Saddington
Hugh M. Saddington
President

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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On September 9, 1998, before me,
_____, Notary Public, personally
appeared BARBARA D. WERTIN, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
authorized signature(s) on the instrument the person(s), or the
entity on behalf of which the person(s) acted, executed the
instrument.

Christine Jameson
NOTARY PUBLIC

(seal)



STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 9-10-98, before me,
W.S. Bettini, Notary Public, personally
appeared HUGH M. SADDINGTON, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose
name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that
by his authorized signature on the instrument the person, or the
entity on behalf of which the person acted, executed the
instrument.

W.S. Bettini
NOTARY PUBLIC

(seal)



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GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS
AS FOLLOWS:

NAME OF NOTARY: **CHRISTINE JAMESON**
COUNTY WHERE BOND IS FILED: **ORANGE**
DATE COMMISSION EXPIRES: **AUG 7, 2002**
COMMISSION NO.: **1189752**
MANUFACTURERS/VENDOR NO. **VSI1**

PLACE OF EXECUTION: **SANTA ANA, CALIFORNIA**
DATE: **September 24, 1998**

BY:



FIRST AMERICAN TITLE INSURANCE COMPANY

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Alta Plain
Language Commitment

OR-9820299
TITLE OFFICER - SWIERCZEWSKI

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE "CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1193 AND FOLLOWING OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA OF LOTS 1 AND 2 OF TRACT NO. 10542, AS SHOWN ON A MAP RECORDED IN BOOK 456, PAGES 49 AND 50 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

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TITLE OFFICER - SWIERCZEWSKI

THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUBPARAGRAPH (A) HEREIN BELOW, AND SUBLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUBPARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

- (A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT
1	13754	263	
2	14091	1031	
3	14045	118	
4	13733	198	
5	13760	942	
6	13982	417	
7	13754	297	
8	13726	1238	
9	13822	1546	
10	13773	10	
11			82-128057
12	13807	1569	
13	13780	354	
14	13797	1088	
15	13780	462	
16	13726	1310	
17	13763	259	
18	13915	190	
19	13997	346	
20	13807	1669	
21	13733	278	
22	13775	235	
23	13803	587	
24	14038	692	
25	13793	955	
26	13814	607	

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TITLE OFFICER - SWIERCZEWSKI

27	13789	1600
28	13787	1834
29	13778	173
30	13896	1090
31	14091	1139
32	13726	1346
33	14005	1903
34	14048	1460
35	13861	723
36	13814	666
37	13768	1032
38	13793	1179
39	13818	1665
40	13783	1875
41	13824	1312
42	13867	798
43	13726	1102
44	14072	1910
45	13789	1547
46	14066	756
47	14038	637
48	13933	1529
49	13825	1973
50	13783	1732
51	13916	1672
52	14094	1929
53	13824	1259
54	13780	407
55	13780	514
56	14094	1874
57	13726	1208
58	14091	1084
59	13787	1781
60	13795	966
61	13803	335
62	13831	117
63	14250	1197
64	14191	1652
65	13726	1136
66	13765	1665
67	13803	640
68	14031	1108
69	13797	1038
70	14091	977
71	14034	1806
72	14130	1508
73	13785	1959
74	13977	569
75	14091	923
76	14064	1068
77	13726	1274

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Alta Plain
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TITLE OFFICER - SWIERCZEWSKI

78	13726	1172
79	14091	869
80	13780	599

- (B) THOSE CERTAIN SUBLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT ORIGINAL
SUBLESSEE			
1	13754	243	
2	14091	1066	
3	14045	133	
4	13733	216	AND
	13754	52	
5	13760	917	
6	13982	432	
7	13754	312	
8	13726	1256	AND
	13754	69	
9	13822	1561	
10	13773	25	
11			82-128058
12	13807	1584	
13	13780	369	
14	13797	1103	
15	13780	477	
16	13726	1328	AND
	13754	86	
17	13763	234	
18	13915	205	
19	13997	361	
20	13807	1684	
21	13733	296	
22	13775	250	
23	13803	602	
24	14038	707	
25	13793	970	
26	13814	622	
27	13789	1615	
28	13787	1849	
29	13778	188	
30	13896	1125	
31	14091	1154	
32	13726	1364	AND
	13754	120	
33	14005	1919	

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OR-9820299

TITLE OFFICER - SWIERCZEWSKI

34	14048	1475
35	13861	738
36	13814	681
37	13768	1047
38	13793	1194
39	13818	1680
40	13783	1800
41	13824	1327
42	13867	813
43	13726	1120
44	14072	1925
45	13789	1562
46	14066	771
47	14038	652
48	13933	1544
49	13826	1
50	13783	1747
51	13916	1687
52	14094	1944
53	13824	1274
54	13780	422
55	13780	529
56	14094	1889
57	13726	1226
58	14091	1099
59	13787	1796
60	13795	981
61	13803	350
62	13831	132
63	14250	1212
64	14191	1667
65	13726	1154
66	13765	1660
67	13803	655
68	14031	1123
69	13797	1053
70	14091	992
71	14034	1821
72	14180	1523
73	13785	1974
74	13977	584
75	14091	938
76	14064	1083
77	13726	1292
78	13726	1190
79	14091	884
80	13780	614

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Alta Plain
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OR-9820299
TITLE OFFICER - SWIERCZEWSKI

NOTE: THE LESSEE'S INTEREST UNDER SAID LEASES AND THE SUB-LESSOR'S INTEREST UNDER SAID SUBLEASE HAS BEEN ASSIGNED TO G/HB INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP BY ASSIGNMENT WHICH RECORDED SEPTEMBER 30, 1986 AS INSTRUMENT NO. 86-456266 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

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Recorded in the County of Orange, California
Gary L. Granville, Clerk/RecorderRECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

30.00

19980644010 4:03pm 09/24/98

RECORDING REQUESTED BY 005 11009904 11 28
AND WHEN RECORDED RETURN TO: A34 9 6.00 24.00 0.00 0.00 0.00 0.00BARRY BRIEF, Trustee
c/o Laguna Monarch Group, Inc.
10 Monarch Bay Plaza, Suite B
Monarch Beach, CA 92629

9920299-AS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # _____

NO TRANSFER TAX DUE

Documentary Transfer Tax: \$0

Term of Lease less than
99 years

MEMORANDUM OF ASSIGNMENT OF GROUND LEASE AND SUBLEASES

1. This Memorandum of Assignment of Ground Lease ("Memorandum") is made and entered into by and between BARBARA D. WERTIN SEPARATE PROPERTY TRUST DATED APRIL 21, 1995 ("Assignor"), and the BARRY BRIEF FAMILY TRUST DATED MAY 11, 1993 ("Assignee").

2. Assignor has assigned to Assignee all of its right, title and interest in and to an undivided 78.34% interest in a certain ground lease and subleases covering real property located in the City of Huntington Beach, County of Orange, State of California, as more particularly described on attached Exhibit "A", which is incorporated herein by this reference, pursuant to the terms and conditions of that certain Assignment and Assumption of Interest in Ground Lease and Subleases dated effective September 24, 1998, by and between Assignor and Assignee (the "Assignment"). The terms and conditions of the Assignment are incorporated herein by this reference.

Executed on Sept 2, 1998 at Irvine, California."ASSIGNOR"BARBARA D. WERTIN SEPARATE
PROPERTY TRUST DATED APRIL
21, 1995By: Barbara D. Wertin
Barbara D. Wertin
Its: Trustee"ASSIGNEE"BARRY BRIEF FAMILY TRUST
DATED MAY 11, 1992By: [Signature]
Barry Brief
Its: Trustee

000235

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STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On September 9, 1998, before me,
_____, Notary Public, personally
appeared BARBARA D. WERTIN, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
authorized signature(s) on the instrument the person(s), or the
entity on behalf of which the person(s) acted, executed the
instrument.

Christine Jameson
NOTARY PUBLIC

(seal)

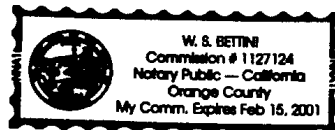


STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On 9-10-98, before me,
W.S. BETTINI, Notary Public, personally
appeared BARRY BRIEF, personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name
is subscribed to the within instrument and acknowledged to me
that he executed the same in his authorized capacity, and that by
his authorized signature on the instrument the person, or the
entity on behalf of which the person acted, executed the
instrument.

W.S. Bettini
NOTARY PUBLIC

(seal)



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON
THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS
AS FOLLOWS:

NAME OF NOTARY: CHRISTINE JAMESON
COUNTY WHERE BOND IS FILED: ORANGE
DATE COMMISSION EXPIRES: AUG 7, 2002
COMMISSION NO.: 1189752
MANUFACTURERS/VENDOR NO. VSI1

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA
DATE: September 24, 1998

BY:


FIRST AMERICAN TITLE INSURANCE COMPANY

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TITLE OFFICER - SWIERCZEWSKI

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF
HUNTINGTON BEACH, DESCRIBED AS FOLLOWS:

PARCEL 1:

UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON A CONDOMINIUM PLAN (THE
"CONDOMINIUM PLAN") RECORDED IN BOOK 13358, PAGES 1193 AND FOLLOWING OF OFFICIAL
RECORDS OF ORANGE COUNTY, CALIFORNIA, EXCEPTING THAT PORTION CONSISTING OF
BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 2:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN THE COMMON AREA OF LOTS 1 AND 2
OF TRACT NO. 10542, AS SHOWN ON A MAP RECORDED IN BOOK 456, PAGES 49 AND 50 OF
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, AS SHOWN AND DEFINED
ON THE CONDOMINIUM PLAN, EXCEPTING THAT PORTION CONSISTING OF BUILDINGS AND
OTHER IMPROVEMENTS.

PARCEL 3:

THOSE PORTIONS OF UNITS 1 THROUGH 80 INCLUSIVE, AS SHOWN AND DEFINED ON THE
CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 4:

AN UNDIVIDED EIGHTY/EIGHTIETHS (80/80) INTEREST IN AND TO THOSE PORTIONS OF THE
COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF
BUILDINGS AND OTHER IMPROVEMENTS.

PARCEL 5:

AN EASEMENT FOR THE EXCLUSIVE USE AND OCCUPANCY OF THOSE PORTIONS OF THE
RESTRICTED COMMON AREA, AS DEFINED ON SAID CONDOMINIUM PLAN FOR ENTRY AND
STAIRCASES AND ATTIC SPACE RELATING TO SAID UNITS.

PARCEL 6:

A NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THE COMMON AREA AS DEFINED ON SAID
CONDOMINIUM PLAN, EXCEPT THE RESTRICTED COMMON AREA.

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TITLE OFFICER - SWIERCZEWSKI

THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS COMMITMENT IS:

GROUND LEASEHOLD AND SUBLEASEHOLD ESTATES AS TO PARCELS 1 AND 2, SAID ESTATES BEING MORE PARTICULARLY DESCRIBED AS THE LESSEES' INTERESTS UNDER THOSE CERTAIN GROUND LEASES SET FORTH IN SUBPARAGRAPH (A) HEREIN BELOW, AND SUBLESSORS' INTERESTS UNDER THOSE CERTAIN SUBLEASES SET FORTH IN SUBPARAGRAPH (B) BELOW;

A REMAINDER INTEREST IN A DETERMINABLE FEE ESTATE AS TO PARCELS 3 AND 4;

AN EASEMENT AS TO PARCELS 5 AND 6;

- (A) THOSE CERTAIN GROUND LEASES, DATED AUGUST 1, 1980, EXECUTED BY HOUSER BROS. CO., A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, IN WHICH CLIFFORD C. HOUSER AND VERNON F. HOUSER CONSTITUTE THE SOLE GENERAL PARTNERS, AS LANDLORD, AND BY ROBERT P. WARMINGTON, AS TENANT, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT
1	13754	263	
2	14091	1031	
3	14045	118	
4	13733	198	
5	13760	942	
6	13982	417	
7	13754	297	
8	13726	1238	
9	13822	1546	
10	13773	10	
11			82-128057
12	13807	1569	
13	13780	354	
14	13797	1088	
15	13780	462	
16	13726	1310	
17	13763	259	
18	13915	190	
19	13997	346	
20	13807	1669	
21	13733	278	
22	13775	235	
23	13803	587	
24	14038	692	
25	13793	955	
26	13814	607	

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27	13789	1600
28	13787	1834
29	13778	173
30	13896	1090
31	14091	1139
32	13726	1346
33	14005	1903
34	14048	1460
35	13861	723
36	13814	666
37	13768	1032
38	13793	1179
39	13818	1665
40	13783	1875
41	13824	1312
42	13867	798
43	13726	1102
44	14072	1910
45	13789	1547
46	14066	756
47	14038	637
48	13933	1529
49	13825	1973
50	13783	1732
51	13916	1672
52	14094	1929
53	13824	1259
54	13780	407
55	13780	514
56	14094	1874
57	13726	1208
58	14091	1084
59	13787	1781
60	13795	966
61	13803	335
62	13831	117
63	14250	1197
64	14191	1652
65	13726	1136
66	13765	1665
67	13803	640
68	14031	1108
69	13797	1038
70	14091	977
71	14034	1806
72	14130	1508
73	13785	1959
74	13977	569
75	14091	923
76	14064	1068
77	13726	1274

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78	13726	1172
79	14091	869
80	13780	599

- (B) THOSE CERTAIN SUBLEASES DATED AUGUST 1, 1980, EXECUTED BY ROBERT P. WARMINGTON, AS SUBLESSOR, AND BY VARIOUS PARTIES, AS SUBLESSEES, FOR THE TERM ENDING DECEMBER 31, 2059, UPON THE TERMS, COVENANTS AND CONDITIONS THEREIN CONTAINED, RECORDED AS FOLLOWS IN OFFICIAL RECORDS OF SAID ORANGE COUNTY:

UNIT	BOOK	PAGE	INSTRUMENT	ORIGINAL
SUBLESSEE				
1	13754	243		
2	14091	1066		
3	14045	133		
4	13733	216	AND	
	13754	52		
5	13760	917		
6	13982	432		
7	13754	312		
8	13726	1256	AND	
	13754	69		
9	13822	1561		
10	13773	25		
11			82-128058	
12	13807	1584		
13	13780	369		
14	13797	1103		
15	13780	477		
16	13726	1328	AND	
	13754	86		
17	13763	234		
18	13915	205		
19	13997	361		
20	13807	1684		
21	13733	296		
22	13775	250		
23	13803	602		
24	14038	707		
25	13793	970		
26	13814	622		
27	13789	1615		
28	13787	1849		
29	13778	188		
30	13896	1125		
31	14091	1154		
32	13726	1364	AND	
	13754	120		
33	14005	1919		

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34	14048	1475
35	13861	738
36	13814	681
37	13768	1047
38	13793	1194
39	13818	1680
40	13783	1800
41	13824	1327
42	13867	813
43	13726	1120
44	14072	1925
45	13789	1562
46	14066	771
47	14038	652
48	13933	1544
49	13826	1
50	13783	1747
51	13916	1687
52	14094	1944
53	13824	1274
54	13780	422
55	13780	529
56	14094	1889
57	13726	1226
58	14091	1099
59	13787	1796
60	13795	981
61	13803	350
62	13831	132
63	14250	1212
64	14191	1667
65	13726	1154
66	13765	1660
67	13803	655
68	14031	1123
69	13797	1053
70	14091	992
71	14034	1821
72	14180	1523
73	13785	1974
74	13977	584
75	14091	938
76	14064	1083
77	13726	1292
78	13726	1190
79	14091	884
80	13780	614

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NOTE: THE LESSEE'S INTEREST UNDER SAID LEASES AND THE SUB-LESSOR'S INTEREST UNDER SAID SUBLEASE HAS BEEN ASSIGNED TO G/HB INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP BY ASSIGNMENT WHICH RECORDED SEPTEMBER 30, 1986 AS INSTRUMENT NO. 86-456266 OF OFFICIAL RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF FOR FULL PARTICULARS.

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2003

FIRST AMENDMENT TO
GROUND LEASE

2003

FIRST AMENDMENT TO
GROUND LEASE

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Houser Bros., Co.
17610-17612 Beach Blvd., Suite 32
Huntington Beach, CA 92647
Attn: Clifford Houser

Recorded in Official Records, County of Orange
Tom Daly, Clerk-Recorder

28.00
2003001013605 11:13am 08/21/03
214 110 A17 12
0.00 0.00 0.00 0.00 22.00 0.00 0.00 0.00

(Space Above For Recorder's Use)

FIRST AMENDMENT TO GROUND LEASE (Unit 53)

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment"), effective as of January 1, 2003 (the "Effective Date"), is made and entered into by and between HOUSER BROS., CO., a California limited partnership ("Landlord") and BS INVESTORS, LLC, a California limited liability company ("Tenant").

RECITALS

A. Landlord is the fee owner of that certain real property (the "Houser Property") located in the City of Huntington Beach and more particularly described in Exhibit "A" attached hereto.

B. On October 18, 1979, a Condominium Plan was recorded for the Houser Property in Book 13358, Pages 1193, et. seq., in the official records of Orange County, California (the "Condominium Plan"). After the Condominium Plan was recorded, a condominium project consisting of eighty (80) condominium units was constructed on the Houser Property in accordance with the Condominium Plan (the "Condominium Project").

C. By a document entitled "Ground Lease", dated August 1, 1980, entered into by and between Landlord, as landlord, and Robert P. Warmington ("Warmington") as tenant, (the "Ground Lease"), Landlord leased to Warmington that certain real property described in Exhibit "B" attached hereto. The Ground Lease was recorded on November 7, 1980 in the Official Records of Orange County, California in Book 13824 at page 1259, et. seq.

D. The property leased under the Ground Lease, described in Exhibit "B", is referred to in this First Amendment as the "Leased Land". The condominium unit that is identified in the legal description of the Leased Land is one unit in the Condominium Project pursuant to the Condominium Plan. Eighty (80) separate Ground Leases were entered into for the Condominium Project, one for each of the eighty (80) units located on the Houser Property.

E. By a document entitled "Condominium Sublease", dated August 1, 1980, entered into by and between Warmington, as landlord, and John F. Turner and Virginia H. Turner (the

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“Original Subtenant”), as Subtenant, Warmington subleased the Leased Land to the Original Subtenant (the “Condominium Sublease”). The Condominium Sublease was recorded on November 7, 1980 in the Official Records of Orange County, California in Book 13824 at page 1274, et. seq.

F. The term of the Ground Lease and the term of the Condominium Sublease commenced on the date of the recording of the Condominium Sublease. The term ends on December 31, 2059.

G. By a document entitled “Assignment and Assumption of Interest in Ground Lease and Subleases”, Tenant acquired the tenant’s (ground lessee’s) interest in the Ground Lease to the Leased Land and the landlord’s (sublessor’s) interest in the Condominium Sublease. By such assignment document, Tenant also assumed and agreed to be bound by all the terms and conditions of the Ground Lease and the Condominium Sublease. The Assignment and Assumption of Interest in Ground Lease and Subleases was recorded on July 23, 1999 in the official records of Orange County, California as Instrument No. 19990542301.

H. Article 3 of the Ground Lease provides that the tenant agreed to pay as the initial rental for the use and occupancy of the Leased Land during the term of the Ground Lease the sum of \$900 per year. Article 3 of the Ground Lease further provides that the rental for the Leased Land is subject to adjustment at the time and in the manner provided for in Article 21 of the Ground Lease.

I. In or around February 2000, a dispute arose among the parties to the Ground Lease and Condominium Sublease concerning the interpretation, application and enforceability of the provisions in paragraph 21(A) of the Condominium Sublease with respect to scheduled rental adjustments effective January 1, 2000, January 1, 2020 and January 1, 2040. As a result of such dispute, Landlord and Tenant, as co-plaintiffs, filed a Complaint for Declaratory Relief in the Superior Court of the State of California, for the County of Orange, case number 00CC09649 (the “Action”). In the Complaint, Landlord and Tenant requested that the Court determine the rights, duties and obligations of the Landlord, Tenant and Subtenant under the Condominium Sublease with respect to the rental adjustments under Article 21 of the Condominium Sublease. The determination of the Action also affected the rental obligations under the Ground Lease.

J. Landlord, Tenant and Subtenant have settled the Action pursuant to the terms of a written settlement agreement among them. Landlord and Tenant hereby agree to replace Article 21 of the Ground Lease to set forth the agreed amount of rental that shall be paid by Tenant for use and occupancy of the Leased Land from and after January 1, 2000 through the end of the Ground Lease term.

K. Tenant has assigned its interest in the Condominium Sublease and the Leased Land to a trustee under a deed of trust for the benefit of a lender referred to herein as “Tenant’s Mortgagee”. Tenant’s Mortgagee and the deed of trust encumbering Tenant’s interest in the Leased Land are identified on Exhibit “C”, attached hereto and made a part hereof.

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NOW, THEREFORE, in consideration of the above-referenced Recitals and for other valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

AMENDMENT

1. AGREED RENTAL FOR PERIOD FROM JANUARY 1, 2000 TO DECEMBER 31, 2002

1.1 Agreed Rental Amount

The parties hereby agree that Tenant shall pay Landlord, and Landlord shall accept from Tenant, in full satisfaction of Tenant's rental obligation for use and occupancy of the Leased Land for the three-year period from January 1, 2000 through and including December 31, 2002 the aggregate sum of SEVEN THOUSAND NINE HUNDRED SEVENTY DOLLARS AND SIXTY-THREE CENTS (\$7,970.63).

1.2 Agreed Balance Due

Landlord hereby acknowledges its receipt from Tenant of rent paid prior to the effective date of this Amendment for the three-year period from January 1, 2000 to December 31, 2002. Landlord and Tenant agree that the remaining rent balance that Tenant shall pay Landlord for the three-year period from January 1, 2000 to December 31, 2002 (as determined pursuant to an unrecorded agreement between the parties) shall be paid by Tenant concurrently with Tenant's execution of this First Amendment.

2. AGREED RENTAL EFFECTIVE JANUARY 1, 2003

2.1 Agreed Rental Amount Effective January 1, 2003

The parties hereto agree that effective January 1, 2003, Tenant shall pay Landlord as the annual rental for the use and occupancy of the Leased Land for each of calendar year 2003 and calendar year 2004, the sum of THREE THOUSAND SEVEN HUNDRED NINETY-TWO DOLLARS (\$3,792.00). The annual rental shall be subject to adjustment on January 1, 2005 and every other subsequent January 1st of the remaining Ground Lease term as provided in Section 3 of this First Amendment.

2.2 Payment of Agreed 2003 and 2004 Rental

The 2003 and 2004 annual rental shall be paid in twelve (12) monthly installments per year of \$316.00 each. If Tenant has paid less than \$316.00 per month for the months in 2003 prior to Tenant's execution of this First Amendment, Tenant shall pay the balance of such 2003 rent remaining due concurrently with Tenant's execution of this First Amendment and thereafter pay to Landlord the monthly rental payments as and when due.

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3. ADJUSTMENTS TO ANNUAL RENTAL COMMENCING JANUARY 1, 2005

3.1 Periodic Cost of Living Adjustments

On January 1, 2005, and on every other subsequent January 1st (i.e., commencing January 1, 2007) of the remaining Ground Lease term (each, an "Adjustment Date"), the annual rental payable by Tenant to Landlord for use and occupancy of the Leased Land shall be subject to a cost of living adjustment as follows: On each Adjustment Date, the annual rental payable during the calendar year immediately preceding the applicable Adjustment Date shall be increased by an amount equal to Eighty Percent (80%) of the lesser of the following amounts:

(a) An amount equal to seven percent (7%) of the annual rental payable in the calendar year immediately preceding the applicable Adjustment Date; or

(b) An amount equal to that percent of the annual rental payable in the calendar year immediately preceding the applicable Adjustment Date that equals the percent increase, if any, in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers -- Los Angeles -- Riverside -- Orange County, All Items (Base Year 1982-1984 = 100) (the "Index") for the twelve-month period between October of the calendar year that is fifteen (15) calendar months before the applicable Adjustment Date and October of the calendar year that is three (3) months before the applicable Adjustment Date. In no event, however, shall the annual rental be less than the annual rental payable in the calendar year immediately preceding the applicable Adjustment Date.

For example, if the applicable Adjustment Date is January 1, 2007, and the Index has increased by five percent (5%) between October 2005 and October 2006, the annual rental for the calendar year 2007 shall be increased effective January 1, 2007 by four percent (4%) (80% of 5%) of the annual rental payable in the year 2006. If the Index has increased by seven percent (7%) or more between October 2005 and October 2006, the annual rental shall be increased effective January 2007 by five and six-tenths percent (5.6%) (80% of 7%) of the annual rental payable in the year 2006, which is the maximum increase on any Adjustment Date. If the Index has declined or not increased between October 2005 and October 2006, there would be no adjustment to the annual rental effective January 1, 2007.

If the Index is changed so that the base year differs from the base years 1982-1984, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Lease Term or if its publication schedule is changed, the government index or computation with which it is replaced shall be used to obtain substantially the same result as if the Index had not been discontinued or revised. If the Index is discontinued and not replaced, the parties shall jointly select a replacement index that will obtain substantially the same result as the discontinued Index would have obtained if it had not been discontinued.

3.2 Additional Agreed Annual Rental Increases

The parties agree that the annual rental payable by Tenant for use and occupancy of the Leased Land shall also be increased by the sum of TWO HUNDRED EIGHTY-EIGHT

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DOLLARS (\$288) per year on each of the following Adjustment Dates: January 1, 2005, January 1, 2007, January 1, 2009, January 1, 2011 and January 1, 2013. Such agreed increases shall be in addition to the cost of living increases described in Section 3.1.

3.3 Notice of Rental Adjustment

Tenant shall calculate the amount of the new annual rental effective on the Adjustment Date (and provide the CPI Index information for such Adjustment Date) determined in accordance with the provisions of Section 3.1 and Section 3.2 above and shall send such proposed rent invoices to Landlord for Landlord's approval at least twenty (20) days before each applicable Adjustment Date.

3.4 Payment of Annual Rental

Tenant shall pay the annual rental for each year of the lease term from January 1, 2004 through the end of the term in twelve (12) equal monthly installments in advance on the first day of the month of each calendar year. The amount of each installment shall be the amount of the annual rental due for the applicable calendar year divided by twelve.

4. EFFECT OF AMENDMENT; CONFIRMATION OF GROUND LEASE AS AMENDED

4.1 Effect of Amendment

The provisions of this First Amendment shall replace and supersede the provisions of Article 21 of the Ground Lease with respect to all rental adjustments effective on or after January 1, 2000. If there is any inconsistency between any provisions in this First Amendment and in the Ground Lease, or any other agreement or instrument entered into on or before this First Amendment, the provisions of this First Amendment shall prevail.

4.2 Confirmation of Consistent Terms of Ground Lease

Except to the extent expressly modified by this First Amendment, the terms of the Ground Lease are hereby confirmed and shall remain in full force and effect. The Ground Lease and this First Amendment contain and set forth all of the terms, covenants and conditions of the Ground Lease between the parties as of the Effective Date.

4.3 Entire Agreement

This First Amendment is the complete, final and exclusive statement between the parties with respect to the modifications and amendments to the Ground Lease. This First Amendment supersedes all prior and contemporaneous agreements and understandings among the parties relating to such modifications and amendments. This First Amendment may only be amended or modified by a written instrument signed by the parties hereto (or their respective successors and assigns).

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5. FURTHER ASSURANCES

Each party to this First Amendment will at its own cost and expense execute and deliver such further documents or instruments and will take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this First Amendment.

6. SUCCESSORS AND ASSIGNS

The provisions of this First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, executors, administrators and assigns.

7. NOTICES

Any notice that may or must be given by either party under this First Amendment shall be delivered: (i) personally; (ii) by certified mail, return receipt requested; or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given shall be sent to the respective address of the party set forth on the signature page below, or to such other address as that party may designate for service of notice by a notice given in accordance with the provisions of this Section 7. A notice sent pursuant to the terms of this Section 7, shall be deemed delivered: (a) when delivery is completed, if delivered personally; (b) two (2) days after deposit into the United States mail; or (c) the business day following deposit with a nationally recognized overnight courier.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date specified below.

“LANDLORD”

Dated: Aug 4 - 2003

HOUSER BROS., CO.,
a California limited partnership

By: Clifford Houser
Clifford Houser,
Its general partner

[Signatures continued on next page.]

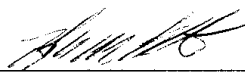
“TENANT”

Dated: _____

BS INVESTORS, LLC,
a California Limited Liability Company

By: G/HB Investors,
a California Limited Partnership
Its: Member

By: LPL Asset Management
Corporation,
a California corporation
Its: General Partner

By: 
Hugh M. Saddington,
Its: President

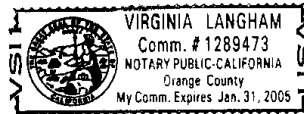
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STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

On 8-4-03, before me, Virginia Langham, Notary Public, personally appeared, Clifford Houser, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal




Virginia Langham
Signature of Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 6, 2003, before me, Judith D. Collins, Notary Public, personally appeared, Hugh M. Saddington, personally known to me, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Signature of Notary Public

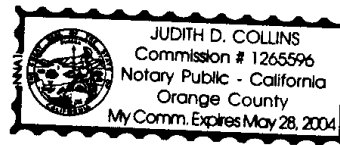


EXHIBIT "A"

THE HOUSER PROPERTY

Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange,
State of California, as shown on a map recorded in Book 456, Pages 49 to 50 of
Maps, in the office of the County Recorder of said County.

EXHIBIT "A"

TO FIRST AMENDMENT TO GROUND LEASE

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EXHIBIT "B"

LEASED LAND

Those portions of Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 to 50 of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California, described as follows:

PARCEL 1

Unit 53, as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193, et. seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

PARCEL 2

An undivided one-eightieth (1/80) interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

PARCEL 3

An easement for the exclusive use and occupancy of those portions of the Restricted Common Area as defined on said Condominium Plan for entry and staircases and attic space relating to said Unit, excepting that portion consisting of buildings and other improvements.

PARCEL 4

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the Restricted Common Area, excepting that portion consisting of buildings and other improvements.

EXHIBIT "B"

TO FIRST AMENDMENT TO GROUND LEASE

2060/003708-0019
414778.02 a07/11/03

EXHIBIT "C"**CONSENT OF LANDLORD'S MORTGAGEE**

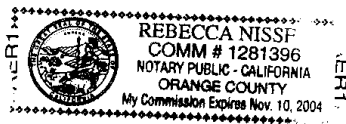
The undersigned, Fullerton Community Bank, F.S.B., with an address of 200 West Commonwealth Avenue, Fullerton, CA 92832, is the beneficiary under that certain Deed of Trust dated July 12, 1999, and recorded on July 23, 1999 in the Official Records of Orange County, California as Instrument No. 19990542302 (the "Deed of Trust"), and hereby consents to Landlord entering into this First Amendment, but such consent shall not be deemed a waiver of the undersigned's right to consent to or approve of any other modification or amendment to the Ground Lease so long as the indebtedness evidenced by the Deed of Trust remains outstanding.

FULLERTON COMMUNITY BANK,
F.S.B.
By: C. W. Gregory
C. W. Gregory
Its: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On August 7, 2003, before me, Rebecca Nissen, Notary Public, personally appeared, C. W. Gregory, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



[SEAL]

Rebecca Nissen
Signature of Notary Public

EXHIBIT "C"**TO FIRST AMENDMENT TO GROUND LEASE**

06/29/2005

INSTRUMENT NO. 2005000504166

CORRECTIVE AMENDMENT TO
GROUND LEASE
(UNITS 1-80)

FIRST AMENDMENT TO
GROUND LEASE

C. The Ground Leases were amended pursuant to that certain First Amendment to Ground Lease entered into for each of the eighty (80) Ground Leases which instruments were recorded against the Houser Property in the Official Records of Orange County, California on August 21, 2003 as Instrument Nos. 2003-001013553, 2003-001013554, 2003-001013555, 2003-001013556, 2003-001013557, 2003-001013558, 2003-001013559, 2003-001013560, 2003-001013561, 2003-001013562, 2003-001013563, 2003-001013564, 2003-001013565, 2003-001013566, 2003-001013567, 2003-001013568, 2003-001013569, 2003-001013570, 2003-001013571, 2003-001013572, 2003-001013573, 2003-001013574, 2003-001013575, 2003-001013576, 2003-001013577, 2003-001013578, 2003-001013579, 2003-001013580, 2003-001013581, 2003-001013582, 2003-001013583, 2003-001013584, 2003-001013585, 2003-001013586, 2003-001013587, 2003-001013588, 2003-001013589, 2003-001013590, 2003-001013591, 2003-001013592, 2003-001013593, 2003-001013594, 2003-001013595, 2003-

267/003708-0019
584537.03 a06/08/05

001013596, 2003-001013597, 2003-001013598, 2003-001013599, 2003-001013600, 2003-001013601, 2003-001013602, 2003-001013603, 2003-001013604, 2003-001013605, 2003-001013606, 2003-001013607, 2003-001013608, 2003-001013609, 2003-001013610, 2003-001013611, 2003-001013612, 2003-001013613, 2003-001013614, 2003-001013615, 2003-001013616, 2003-001013617, 2003-001013618, 2003-001013619, 2003-001013620, 2003-001013621, 2003-001013622, 2003-001013623, 2003-001013624, 2003-001013625, 2003-001013626, 2003-001013627, 2003-001013628, 2003-001013629, 2003-001013630, 2003-001013631, and 2003-001013632 (collectively, the "First Amendments").

D. The First Amendments incorrectly stated the methodology for adjustments to annual rental commencing January 1, 2005, and the parties desire to enter into this Corrective Amendment to Ground Lease to correctly set forth the agreement of the parties with respect to rental increases under the First Amendments.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Houser Bros., Co.
17610-17612 Beach Blvd., Suite 32
Huntington Beach, CA 92647
Attn: Craig E. Houser

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

27.00

2005000504166 02:56pm 06/29/05

116 33 A17 8
0.00 0.00 0.00 0.00 21.00 0.00 0.00 0.00

(Space Above For Recorder's Use)

CORRECTIVE AMENDMENT TO GROUND LEASE
(Units 1 – 80)

THIS CORRECTIVE AMENDMENT TO GROUND LEASE ("Corrective Amendment"), effective as of January 1, 2003 (the "Effective Date"), is made and entered into by and between HOUSER BROS., CO., a California limited partnership ("Landlord") and BS INVESTORS, LLC, a California limited liability company ("Tenant").

RECITALS

A. Landlord is the fee owner of that certain real property (the "Houser Property") located in the City of Huntington Beach and more particularly described in Exhibit "A" attached hereto.

B. On October 18, 1979, a Condominium Plan was recorded for the Houser Property in Book 13358, Pages 1193, et. seq., in the official records of Orange County, California (the "Condominium Plan"). After the Condominium Plan was recorded, a condominium project consisting of eighty (80) condominium units was constructed on the Houser Property in accordance with the Condominium Plan (the "Condominium Project"). Eighty (80) separate ground leases were entered into for the Condominium Project (the "Ground Leases").

C. The Ground Leases were amended pursuant to that certain First Amendment to Ground Lease entered into for each of the eighty (80) Ground Leases which instruments were recorded against the Houser Property in the Official Records of Orange County, California on August 21, 2003 as Instrument Nos. 2003-001013553, 2003-001013554, 2003-001013555, 2003-001013556, 2003-001013557, 2003-001013558, 2003-001013559, 2003-001013560, 2003-001013561, 2003-001013562, 2003-001013563, 2003-001013564, 2003-001013565, 2003-001013566, 2003-001013567, 2003-001013568, 2003-001013569, 2003-001013570, 2003-001013571, 2003-001013572, 2003-001013573, 2003-001013574, 2003-001013575, 2003-001013576, 2003-001013577, 2003-001013578, 2003-001013579, 2003-001013580, 2003-001013581, 2003-001013582, 2003-001013583, 2003-001013584, 2003-001013585, 2003-001013586, 2003-001013587, 2003-001013588, 2003-001013589, 2003-001013590, 2003-001013591, 2003-001013592, 2003-001013593, 2003-001013594, 2003-001013595, 2003-

001013596, 2003-001013597, 2003-001013598, 2003-001013599, 2003-001013600, 2003-001013601, 2003-001013602, 2003-001013603, 2003-001013604, 2003-001013605, 2003-001013606, 2003-001013607, 2003-001013608, 2003-001013609, 2003-001013610, 2003-001013611, 2003-001013612, 2003-001013613, 2003-001013614, 2003-001013615, 2003-001013616, 2003-001013617, 2003-001013618, 2003-001013619, 2003-001013620, 2003-001013621, 2003-001013622, 2003-001013623, 2003-001013624, 2003-001013625, 2003-001013626, 2003-001013627, 2003-001013628, 2003-001013629, 2003-001013630, 2003-001013631, and 2003-001013632 (collectively, the "First Amendments").

D. The First Amendments incorrectly stated the methodology for adjustments to annual rental commencing January 1, 2005, and the parties desire to enter into this Corrective Amendment to Ground Lease to correctly set forth the agreement of the parties with respect to rental increases under the First Amendments.

NOW, THEREFORE, in consideration of the above-referenced Recitals and for other valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

AMENDMENT

1. Ground Lease Rental. Section 3 of each of the First Amendments is hereby deleted in its entirety and replaced with the following:

"3. ADJUSTMENTS TO ANNUAL RENTAL COMMENCING JANUARY 1, 2005

3.1 Periodic Cost of Living Adjustments

On January 1, 2005, and on every other subsequent January 1st (i.e., January 1, 2007, January 1, 2009, etc.) of the remaining Ground Lease term (each, an "Adjustment Date"), the annual rental payable by Tenant to Landlord for use and occupancy of the Leased Land shall be subject to a cost of living adjustment determined on the basis of the "CPI Index" increases for the prior two "Comparison Periods." The annual rental for each subsequent even-numbered calendar year (i.e. 2006, 2008, etc.) of the remaining Ground Lease Term shall be the annual rental payable for the prior calendar year. The cost of living adjustment on each Adjustment Date shall be calculated as follows:

A sum equal to the annual rental payable during the calendar year immediately preceding the applicable Adjustment Date multiplied by the product of (a) the percentage increase of the CPI index for the "Current Comparison Period"; and (b) the percentage increase of the CPI Index for the "Prior Comparison Period"; provided, however, that during each Comparison Period, the percentage increase shall never be greater than seven percent (7%) nor less than zero notwithstanding the actual increase or decrease in the CPI Index.

The term "CPI Index" shall mean and refer to the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for All Urban Consumers -- Los Angeles -- Riverside -- Orange County, All Items (Base Year 1982-1984 = 100).

The term "Comparison Period" shall mean and refer to the twelve-month period between October and the prior October.

The term "Current Comparison Period" shall mean and refer to the Comparison Period between October of the calendar year that is fifteen (15) calendar months before the applicable Adjustment Date and October of the calendar year that is three (3) months before the applicable Adjustment Date.

The term "Prior Comparison Period" shall mean and refer to the Comparison Period immediately prior to the Current Comparison Period.

The parties acknowledge that the percentage change in the CPI Index was 2.2319% for the October, 2002 through October, 2003 Comparison Period and 4.5261% for the October, 2003 through October, 2004 Comparison Period. Accordingly, the annual rental payable in calendar years 2005 and 2006 is Four Thousand Three Hundred Forty and 10/100 Dollars (\$4,340.10), calculated as follows:

$$((\$3,792 \times 102.2319\%) \times 104.5261\%) + \$288$$

where \$3,792 is the annual rental for calendar years 2003 and calendar year 2004 multiplied by the CPI Index increases for the Current Comparison Period and the Prior Comparison Period preceding the Adjustment Date of January 1, 2005, plus \$288.00 as the additional rental increase payable pursuant to Section 3.2 below.

To further illustrate the rental increase calculation (inclusive of the additional rent increase pursuant to Section 3.2 below), if the CPI Index were to adjust for the next four (4) Comparison Periods (starting with the October, 2004 through October, 2005 Comparison Period) by 6%, 8%, 3%, and -1%, respectively, the annual rental payable by Tenant hereunder would be as follows:

Calendar Year 2007	\$5,210.55
Calendar Year 2008	\$5,210.55
Calendar Year 2009	\$5,654.87
Calendar Year 2010	\$5,654.87

In the above example, in the Comparison Period where the CPI Index increased by 8%, the adjustment for such year would be limited to 7%, and in the

Comparison Period where the CPI Index decreased by 1%, there would be no adjustment, in accordance with the proscribed limitations on CPI Index adjustments.

If the CPI Index is changed so that the base year differs from the base years 1982-1984, the CPI Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI Index is discontinued or revised during the Lease Term or if its publication schedule is changed, the government index or computation with which it is replaced shall be used to obtain substantially the same result as if the CPI Index had not been discontinued or revised. If the CPI Index is discontinued and not replaced, the parties shall jointly select a replacement index that will obtain substantially the same result as the discontinued Index would have obtained if it had not been discontinued.

3.2 Additional Agreed Annual Rental Increases

The parties agree that the annual rental payable by Tenant for use and occupancy of the Leased Land shall also be increased by the sum of Two Hundred Eighty-Eight Dollars (\$288) per year on each of the following Adjustment Dates: January 1, 2005, January 1, 2007, January 1, 2009, January 1, 2011 and January 1, 2013. Such agreed increases shall be in addition to the cost of living increases described in Section 3.1.

3.3 Notice of Rental Adjustment

Tenant shall calculate the amount of the new annual rental effective on the Adjustment Date (and provide the CPI Index information for the Current Comparison Period and the Prior Comparison Period) determined in accordance with the provisions of Section 3.1 and Section 3.2 above and shall send such proposed rent invoices to Landlord for Landlord's approval at least twenty (20) days before each applicable Adjustment Date.

3.4 Payment of Annual Rental

Tenant shall pay the annual rental for each year of the lease term from January 1, 2004 through the end of the term in twelve (12) equal monthly installments in advance on the first day of the month of each calendar year. The amount of each installment shall be the amount of the annual rental due for the applicable calendar year divided by twelve."

Accordingly, the rental to be paid to Landlord by Tenant for calendar years 2005 and 2006 under the eighty (80) Ground Leases totals Three Hundred Forty-Seven Thousand Two Hundred Eight Dollars (\$347,208) per annum payable in equal monthly installments of Twenty-Eight Thousand Nine Hundred Thirty-Four Dollars (\$28,934).

2. Lender Consent. Tenant's mortgagee hereby consents to Tenant entering into this Corrective Amendment as provided in Exhibit "B", attached hereto and made a part hereof.

3. Full Force and Effect. Except as otherwise set forth in this Corrective Amendment to Ground Lease, the Ground Leases, as modified by the First Amendments, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Corrective Amendment to Ground Lease on the date specified below.

Dated: 6/27/05

"LANDLORD"

HOUSER BROS., CO.,
a California limited partnership

By: 

Craig E. Houser,
Its general partner

"TENANT"

Dated: 6-8-05

BS INVESTORS, LLC,
a California Limited Liability Company

By: G/HB Investors,
a California Limited Partnership
Its: Member

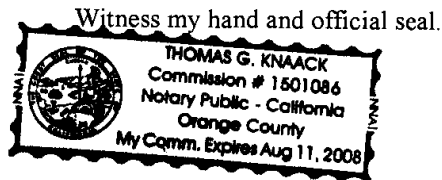
By: LPL Asset Management
Corporation,
a California corporation
Its: General Partner

By: 

Hugh M. Saddington,
Its: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On JUN 27 2005, before me, THOMAS G. KNAACK, Notary Public,
personally appeared CRAIG E. HOUSER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.



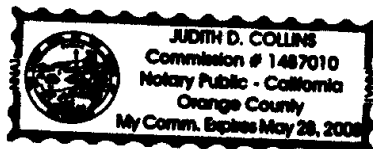
[Signature]
Notary Public

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On June 8, 2005, before me, Judith D. Collins, Notary Public,
personally appeared Lugh M. Saddington,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

Witness my hand and official seal.



[Signature]
Notary Public

[SEAL]

EXHIBIT "A"

THE HOUSER PROPERTY

Lots 1 and 2 of Tract 10542 in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 to 50 of Maps, in the office of the County Recorder of said County.

EXHIBIT "B"**CONSENT OF TENANT'S MORTGAGEE**

The undersigned, Fullerton Community Bank, F.S.B., with an address of 200 West Commonwealth Avenue, Fullerton, CA 92832, is the beneficiary under that certain Deed of Trust dated July 12, 1999, and recorded on July 23, 1999 in the Official Records of Orange County, California as Instrument No. 19990542302 (the "Deed of Trust"), and hereby consents to Tenant entering into this Corrective Amendment, but such consent shall not be deemed a waiver of the undersigned's right to consent to or approve of any other modification or amendment to the Ground Lease so long as the indebtedness evidenced by the Deed of Trust remains outstanding.

FULLERTON COMMUNITY BANK, F.S.B

By: *[Signature]*
Its Chairman

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On JUNE 21, 2005, before me, MARIA FRANCO, Notary Public, personally appeared CARL GREGORY**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~him/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

[SEAL]



Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 111 of 182

RECORDING REQUESTED BY:

**Mr. Randy Nickel
4476 Alderport Drive
Huntington Beach, CA 92649**

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



96.00

2018000395579 2:35 pm 10/31/18

227 415 A34 5

0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

MAIL TAX STATEMENTS TO:

**Mr. Randy Nickel
4476 Alderport Drive.
Huntington Beach, CA 92649**

Lease from Present to 2059

TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE

17
5
15
9
CC

WHEN RECORDED MAIL TO:

(Assignee's Name & Address)

**MR. RANDALL L. NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649**

Mail tax statements to:

**MR. RANDALL L NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649**

(Space Above this Line for Recorder's Use)

ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE

No Consideration. Term of Lease Less Than 99 years.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain **GROUND LEASE** also known as the **MASTER LEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a **PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980** for that certain **MASTER LEASE dated October 19, 1979**; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, ****Instrument No. 8691.**

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain **SUBLEASE dated October 19, 1979**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a **PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979**; for that certain **SUBLEASE dated November 7, 1980**, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, ****Instrument No. 8692;**

WHEREAS

For valuable consideration, receipt of which is hereby acknowledged, the undersigned **JAMIEL GALLIAN**, hereby transfers and assigns to **RANDALL L NICKEL, a married man, as his sole and separate property** all right, title and interest of the undersigned, as Tenant, in and under that certain **MASTER LEASE/ Ground Lease, dated November 7, 1980**, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, ****Instrument No. 8693;**

000270

ASSIGNMENT OF CONDOMINIUM SUBLEASE**ACCEPTANCE AND AGREEMENT**

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and condltions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10.31.18

Randall L. Nickel
ASSIGNEE RANDALL L NICKEL

STATE OF CALIFORNIA)
) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,
Personally appeared Randall L. Nickel,

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

(This space for Notary Seal)

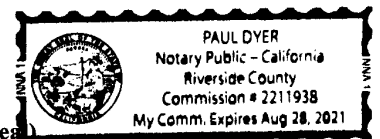


EXHIBIT A (LEGAL)

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

(A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**
APN: 937-63-053, Unit 53.

(B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessor and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**
APN: 937-63-053, Unit 53.

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: gnb - 053 - 053gal

Date: 09/14/17

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Payment: _____

4th QTR - Oct-Dec 2017
DELINQUENT IF NOT RECEIVED BY 10/10/2017

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/17	Ground Rent (10/2017)	2,144.73		2,144.73

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,144.73

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 12/18/17

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

1st QTR Jan-Mar 2018

Delinquent if not received by January 10, 2018

Date	Description	Charges	Payments	Balance
01/01/18	Balance Forward			0.00
	Ground Rent (01/2018)	2,211.22		2,211.22

1st QUARTER 2018 GROUND RENT (\$2,144.73 + \$66.49 CPI INCREASE)
TOTAL = \$2,211.22

ENCLOSURES:

- (1) Schedule entitled "Calculation of Rent Increase 1/1/2018" (see reverse side)
- (2) U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index
- (3) Excerpt from First Amendment to Condominium Sublease

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

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We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you and Happy Holidays from
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 118 of 182**BS INVESTORS - HB GABLES**c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614**Statement**

Account: ghb - 053 - 053gal

Date: 03/15/18

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 926492nd QTR Apr-Jun 2018
Delinquent if not received by April 10, 2018

Date	Description	Charges	Payments	Balance
04/01/18	Balance Forward			0.00
	Ground Rent (04/2018)	2,211.22		2,211.22

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HBThank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,211.22

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 06/15/18

Payment: _____

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Jul-Sep 2018 Quarterly Ground Rent
Delinquent if not received by July 10, 2018

Date	Description	Charges	Payments	Balance
07/01/18	Balance Forward			-0.78
	Ground Rent (07/2018)	2,211.22		2,210.44

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

Current	30 Days	60 Days	90 Days	Amount Due
0.00	0.00	0.00	0.00	2,210.44



Shari L. Freidensich, CFA
Orange County Treasurer - Tax Collector
P.O. Box 1436 • Santa Ana, CA 92701-1436
100 N. Main Street, Building 11, Room 1150, Santa Ana
Office Hours: 8:00 AM - 5:00 PM Monday - Friday
Phone Hours: 8:00 AM - 5:00 PM (714) 254-3437
ocgov.com/taxbill

2017-18 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

0015074001507 START..... 00000 OCT013
#BWNLBHV *****AUTO**S-DIGIT 92649
#9376 3053 2017 4#

HOUSER BROS CO
GALLIAN JAMIE L
4476 ALDERPORT DR UNIT 53
HUNTINGTON BEACH CA 92649-2288



OWNER OF RECORD AS OF 12:01 AM JANUARY 1, 2017

HOUSER BROS CO
GALLIAN, JAMIE L

DID YOU KNOW?

Don't wait in line, pay online at ocgov.com/octaxbill, receive same day credit and an emailed receipt. There is no cost to pay by eCheck! Also, due to construction, parking at the Civic Center is not close to our office.

Mailed payments must have a USPS postmark on or before the delinquent date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Sign up to receive a due date reminder email at ocgov.com/taxreminder.

PROPERTY LOCATION

4476 ALDERPORT 53 HUNTINGTON BEACH

ASSORTED FEES & DISCOUNTS AS OF JANUARY 1, 2017

DESCRIPTION	FULL VALUE	COMPUTED TAX
LAND	193,858	
IMPROVEMENTS - BUILDING	115,559	
TOTAL VALUES:	309,417	3,752.48
TOTAL NET TAXABLE VALUE:	309,417	3,752.48

PARCEL NO. (APN)

TAX RATE (ACR)

TOTAL TAXES (EST. 2017)

TOTAL DISCOUNTS (EST. 2017)

TOTAL NET TAXABLE VALUE (EST. 2017)

937-630-53

04-007

\$1,876.24

\$1,876.24

\$3,752.48

IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

DESCRIPTION	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	309,417	3,094.16
COAST COMM COLLEGE DIST	.03145	309,417	97.31
OCEAN VIEW SD 2016, SR 2017A	.02703	309,417	83.63
HUNTINGTON BCH UNION HS	.02403	309,417	74.35
HUNTINGTON BEACH EMPLOYEE RETIREME	.01500	309,417	46.42
METRO WATER D-MWDOC	.00350	309,417	10.83
SPECIAL ASSESSMENT CHARGES			
MOSQ.FIRE ANT ASSMT		PHONE NO.	
VECTOR CONTROL CHG		(800)273-5167	4.03
MWD WATER STDBY CHG		(800)273-5167	0.67
OCSD SEWER USER FEE		(866)807-6864	10.08
		(714)593-7281	331.00
TOTAL CHARGED	1.10101		3,752.48

LOCATED ON AP 178-771-03

F1074 453 (8/17)

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON
RETAIN TOP PORTION FOR YOUR RECORDS. IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT.

ORANGE COUNTY
CLAUDE PARRISH

Page 1 of 1

2018 JUL 10 AM 9:58 CONDOMINIUM

INDEX, TRACT NO. 10542

PROJECT NO. 937-63 TRACT NO. 10542 NO. LOTS 2 A.P. NO. 176-771-03

BILLING NO.	LOCATED ON LOT	UNIT NO.	COMMON AREA
937-63-001	Lot 2	1	Und. 1/80 Int in Lots 1 & 2
937-63-002	"	2	"
937-63-003	"	3	"
937-63-004	"	4	"
937-63-005	"	5	"
937-63-006	"	6	"
937-63-007	"	7	"
937-63-008	"	8	"
937-63-009	"	9	"
937-63-010	"	10	"
937-63-011	"	11	"
937-63-012	"	12	"
937-63-013	"	13	"
937-63-014	"	14	"
937-63-015	"	15	"
937-63-016	"	16	"
937-63-017	"	17	"
937-63-018	"	18	"
937-63-019	"	19	"
937-63-020	"	20	"
937-63-021	"	21	"
937-63-022	"	22	"
937-63-023	"	23	"
937-63-024	"	24	"
937-63-025	"	25	"
937-63-026	"	26	"
937-63-027	"	27	"
937-63-028	"	28	"
937-63-029	"	29	"
937-63-030	"	30	"
937-63-031	"	31	"
937-63-032	"	32	"
937-63-033	"	33	"
937-63-034	"	34	"
937-63-035	"	35	"
937-63-036	"	36	"
937-63-037	"	37	"
937-63-038	"	38	"
937-63-039	"	39	"
937-63-040	"	40	"
937-63-041	Lot 1	41	"
937-63-042	"	42	"
937-63-043	"	43	"
937-63-044	"	44	"

ORANGE COUNTY ASSESSOR
CLAUDE PARRISH

Page 2 of 2

2018 JUL 10 AM 9:58

CONDOMINIUM

INDEX, TRACT NO. 10542

PROJECT NO. 937-63 TRACT NO. 10542 NO. LOTS 2 A.P. NO. 178-771-03

BILLING NO.	LOCATED ON LOT	UNIT NO.	COMMON AREA
937-63-045	Lot 1	45	Und. 1/80 Int in Lots 1 & 2
937-63-046	"	46	"
937-63-047	"	47	"
937-63-048	"	48	"
937-63-049	"	49	"
937-63-050	"	50	"
937-63-051	"	51	"
937-63-052	"	52	"
937-63-053	"	53	"
937-63-054	"	54	"
937-63-055	"	55	"
937-63-056	"	56	"
937-63-057	"	57	"
937-63-058	"	58	"
937-63-059	"	59	"
937-63-060	"	60	"
937-63-061	"	61	"
937-63-062	"	62	"
937-63-063	"	63	"
937-63-064	"	64	"
937-63-065	"	65	"
937-63-066	"	66	"
937-63-067	"	67	"
937-63-068	"	68	"
937-63-069	"	69	"
937-63-070	"	70	"
937-63-071	"	71	"
937-63-072	"	72	"
937-63-073	"	73	"
937-63-074	"	74	"
937-63-075	"	75	"
937-63-076	"	76	"
937-63-077	"	77	"
937-63-078	"	78	"
937-63-079	"	79	"
937-63-080	"	80	"

RECEIVED
Headquarters
Subdivisions
JUL 16 1980
Department of Real Estate

DEPARTMENT OF REAL ESTATE
OF THE
STATE OF CALIFORNIA

(213) 620-2700

RECEIVED
JUL 11 1980
Dept. of Real Estate
Los Angeles Subdivisions

CONDOMINIUMS

In the matter of the application of

ROBERT P. WARMINGTON COMPANY,
A California Corporation

for a Final Subdivision Public Report on

TRACT NUMBER 10542
THE GABLES-HUNTINGTON BEACH

ORANGE COUNTY, CALIFORNIA

FINAL SUBDIVISION
PUBLIC REPORT

FILE NO. 46,370 LA
ISSUED JUNE 19, 1980
EXPIRES JUNE 18, 1985

**This Report Is Not a Recommendation or Endorsement of the Subdivision
But Is Informative Only.**

Buyer or Lessee Must Sign That He Has Received and Read This Report.

This Report Expires on Date Shown Above. If There Has Been a Material Change in the Offering, an Amended Public Report Must Be Obtained and Used in Lieu of This Report.

Section 35700 of the California Health and Safety Code provides that the practice of discrimination because of race, color, religion, sex, marital status, national origin or ancestry in housing accommodations is against public policy.

Under Section 125.6 of the California Business and Professions Code, California real estate licensees are subject to disciplinary action by the Real Estate Commissioner if they make any discrimination, distinction or restriction in negotiating a sale or lease of real property because of the race, color, sex, religion, ancestry or national origin of the prospective buyer. If any prospective buyer or lessee believes that a licensee is guilty of such conduct, he or she should contact the Department of Real Estate.

Information Regarding Schools can be found on Page 8 and 9 of this report.

READ THE ENTIRE REPORT on the following pages before contracting to purchase a lot in this SUBDIVISION.

SPECIAL NOTES

1. THE UNIFORM BUILDING CODE, CHAPTER 70, PROVIDES FOR LOCAL BUILDING OFFICIALS TO EXERCISE PREVENTIVE MEASURES DURING GRADING TO ELIMINATE OR MINIMIZE DAMAGE FROM GEOLOGIC HAZARDS SUCH AS LANDSLIDES, FAULT MOVEMENTS, EARTHQUAKE SHAKING, RAPID EROSION OR SUBSIDENCE. THIS SUBDIVISION IS LOCATED IN AN AREA WHERE SOME OF THESE HAZARDS MAY EXIST. SOME CALIFORNIA COUNTIES AND CITIES HAVE ADOPTED ORDINANCES THAT MAY OR MAY NOT BE AS EFFECTIVE IN THE CONTROL OF GRADING AND SITE PREPARATION.

PURCHASERS MAY DISCUSS WITH THE DEVELOPER, THE DEVELOPER'S ENGINEER, THE ENGINEERING GEOLOGIST AND THE LOCAL BUILDING OFFICIALS TO DETERMINE IF THE ABOVE-MENTIONED HAZARDS HAVE BEEN CONSIDERED AND IF THERE HAS BEEN ADEQUATE COMPLIANCE WITH CHAPTER 70 OR AN EQUIVALENT OR MORE STRINGENT GRADING ORDINANCE DURING THE CONSTRUCTION OF THIS SUBDIVISION.

2. NO ESCROWS FOR THE SALE OF UNITS WILL CLOSE UNTIL ALL SOILS AND FILL WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOILS ENGINEER AND A NOTICE OF COMPLETION COVERING THE COMMON AREA IMPROVEMENTS HAS BEEN FILED OF RECORD.
3. THIS PROJECT IS A COMMON-INTEREST SUBDIVISION OF THE TYPE REFERRED TO AS A "CONDOMINIUM". IT WILL BE OPERATED BY AN INCORPORATED OWNERS ASSOCIATION.
4. SINCE THE COMMON PROPERTY AND FACILITIES WILL BE MAINTAINED BY AN ASSOCIATION OF HOMEOWNERS, AND IT'S ESSENTIAL THAT THIS ASSOCIATION BE FORMED EARLY AND PROPERLY, THE DEVELOPER MUST:
 - a. COMPLETE ALL COMMON FACILITIES BY APPROXIMATELY JUNE, 1980. (SECTION 11018.5 OF THE BUSINESS AND PROFESSIONS CODE.); AND
 - b. PAY ALL THE MONTHLY ASSESSMENTS WHICH HE OWES TO THE HOMEOWNERS ASSOCIATION FOR UNSOLD UNITS. THE PAYMENTS MUST COMMENCE ON THE FIRST DAY OF THE MONTH AFTER SUBDIVIDER CLOSES FIRST SALE. (REGULATIONS 2792.9 AND 2792.16).

THE HOMEOWNER ASSOCIATION MUST:

- c. CAUSE THE FIRST ELECTION OF THE ASSOCIATION'S GOVERNING BODY TO BE HELD WITHIN 45 DAYS AFTER 51% SELL-OUT, OR IN ANY EVENT, NO LATER THAN SIX MONTHS AFTER CLOSING THE FIRST SALE. (REGULATIONS 2792.17 AND 2792.19); AND
- d. PREPARE AND DISTRIBUTE TO ALL HOMEOWNERS A BALANCE SHEET AND INCOME STATEMENT. (REGULATION 2792.22).

COMMON INTEREST SUBDIVISION GENERAL INFORMATION

The project described in the attached Subdivision Public Report is known as a common-interest subdivision. Read the Public Report carefully for more information about the type of subdivision. The subdivision includes common areas and facilities which will be owned and/or operated by an owners' association. Purchase of a lot or unit automatically entitles and obligates you as a member of the association and, in most cases, includes a beneficial interest in the areas and facilities. Since membership in the association is mandatory, you should be aware of the following information before you purchase:

Your ownership in this development and your rights and remedies as a member of its association will be controlled by governing instruments which generally include a Declaration of Restrictions (also known as CC&R's), Articles of Incorporation (or association) and Bylaws. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law. Study these documents carefully before entering into a contract to purchase a subdivision interest.

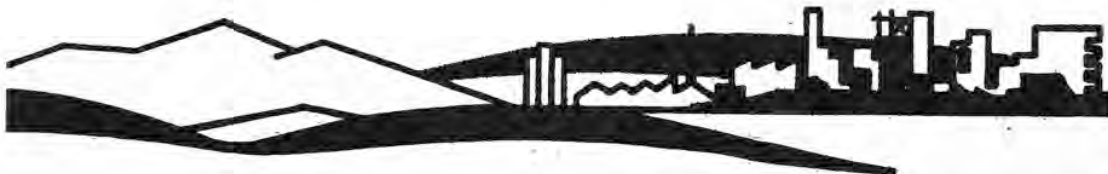
In order to provide funds for operation and maintenance of the common facilities, the association will levy assessments against your lot/unit. If you are delinquent in the payment of assessments, the association may enforce payment through court proceedings or your lot/unit may be leased and sold through the exercise of a power of sale. The anticipated income and expenses of the association, including the amount that you may expect to pay through assessments, are outlined in the proposed budget. Ask to see a copy of the budget if the subdivider has not already made it available for your examination.

A homeowner association provides a vehicle for the ownership and use of recreational and other common facilities which were designed to attract you to buy in this subdivision. The association also provides a means to accomplish architectural control and to provide a base for homeowner interaction on a variety of issues. The purchaser of an interest in a common-interest subdivision should contemplate active participation in the affairs of the association. He or she should be willing to serve on the board of directors or on committees created by the

board. In short, "they" in a common-interest subdivision is "you". Unless you serve as a member of the governing board or on a committee appointed by the board, your control of the operation of the common areas and facilities is limited to your vote as a member of the association. There are actions that can be taken by the governing body without a vote of the members of the association which can have a significant impact upon the quality of life for association members.

Until there is a sufficient number of purchasers of lots or units in a common-interest subdivision to elect a majority of the governing body, it is likely that the subdivider will effectively control the affairs of the association. It is frequently necessary and equitable that the subdivider do so during the early stages of development. It is vitally important to the owners of individual subdivision interests that the transition from subdivider to resident-owner control be accomplished in an orderly manner and in a spirit of cooperation.

When contemplating the purchase of a dwelling in a common-interest subdivision, you should consider factors beyond the attractiveness of the dwelling units themselves. Study the governing instruments and give careful thought to whether you will be able to exist happily in an atmosphere of cooperative living where the interests of the group must be taken into account as well as the interests of the individual. Remember that managing a common-interest subdivision is very much like governing a small community . . . the management can serve you well, but you will have to work for its success.



SPECIAL NOTES (Continued)

5. THE SUBDIVIDER HAS STATED THAT HE WILL PROVIDE YOU WITH A COPY OF THE ARTICLES OF INCORPORATION, RESTRICTIONS AND BYLAWS, ONLY BY POSTING THEM IN A PROMINENT LOCATION IN THE SALES OFFICE. THESE DOCUMENTS CONTAIN NUMEROUS MATERIAL PROVISIONS THAT SUBSTANTIALLY AFFECT AND CONTROL YOUR RIGHTS, PRIVILEGES, USE, OBLIGATIONS AND COSTS OF MAINTENANCE AND OPERATION. YOU SHOULD READ AND UNDERSTAND THESE DOCUMENTS BEFORE YOU OBLIGATE YOURSELF TO PURCHASE A UNIT.
6. THE SUBDIVIDER STATED HE WILL NOT FURNISH THE CURRENT BOARD OF OFFICERS OF THE HOMEOWNERS ASSOCIATION THE BUILDING PLANS TO INCLUDE DIAGRAMS OF LOCATION OF MAJOR COMPONENTS, UTILITIES, AND RELATED DATA.

THESE ITEMS WILL BE IMPORTANT TO THE BOARD OF OFFICERS OR THOSE WHO WILL MANAGE OR REPAIR COMMON FACILITIES IN THIS SUBDIVISION.
7. SINCE THE SUBDIVIDER STATES HE WILL NOT FURNISH THE SAID PLANS AND DIAGRAMS, THE BOARD OF OFFICERS OF THE HOMEOWNER ASSOCIATION SHOULD TRY TO OBTAIN THEM FROM THE CONTRACTORS WHO WORKED ON THE PROJECT OR FROM THE COUNTY/CITY BUILDING DEPARTMENT.
8. THE SUBDIVIDER HAS AN INTEREST IN THE ESCROW COMPANY WHICH IS TO BE USED IN CONNECTION WITH THE SALE OR LEASE OF UNITS IN THIS SUBDIVISION. THE NATURE OF THE SUBDIVIDER'S INTEREST IS SET FORTH IN THE ESCROW INSTRUCTIONS WHICH ARE TO BE USED.
9. IF YOU ACQUIRE TWO OR MORE UNITS YOU MAY BE REQUIRED TO OBTAIN AN AMENDED PUBLIC REPORT BEFORE OFFERING TWO OR MORE OF THE UNITS FOR SALE TO OTHERS. IF YOU INTEND TO SELL TWO OR MORE UNITS OR LEASE THEM FOR MORE THAN ONE YEAR, YOU ARE REQUIRED TO OBTAIN AN AMENDED SUBDIVISION PUBLIC REPORT BEFORE YOU CAN OFFER THE UNITS FOR SALE OR LEASE.
10. **WARNING:** WHEN YOU SELL YOUR LEASEHOLD INTEREST IN A CONDOMINIUM UNIT TO SOMEONE ELSE, YOU MUST GIVE THAT PERSON A COPY OF THE DECLARATION OF RESTRICTIONS, THE ARTICLES OF INCORPORATION AND OF THE BYLAWS. IF YOU FORGET TO DO THIS, IT MAY COST YOU A PENALTY OF \$500.00 -- PLUS ATTORNEY'S FEES PLUS DAMAGES. (SEE CIVIL CODE SECTION 1360.)

INTERESTS TO BE CONVEYED: You will receive a lease to a specified unit, together with an undivided fractional leasehold interest as a tenant in common in the common area together with a membership in "The Gables-Huntington Beach Homeowners Association" and rights to use the common area.

LOCATION AND SIZE: This subdivision is located at Edinger Avenue and Monterey Street within the city limits of Huntington Beach and is serviced by the usual city amenities.

This is a single phase project which consists of approximately 7.605 acres on which twenty buildings containing 80 units and 100 garage spaces, 100 driveway spaces, 59 on-street guest spaces and 53 off-street guest space will be constructed, together with common facilities consisting of a swimming pool, jacuzzi, cabana, volley ball court, landscaped areas and private drives which will be constructed

MANAGEMENT AND OPERATION: The Gables-Huntington Beach Homeowners Association, which you must join, manages and operates the common areas in accordance with the Restrictions, Articles of Incorporation and the Bylaws.

MAINTENANCE AND OPERATIONAL EXPENSES: The subdivider has submitted a budget for the maintenance and operation of the common areas and for long-term reserves. This budget was reviewed by the Department of Real Estate. You should obtain a copy of this budget from the subdivider. Under this budget, the monthly assessment against each subdivision unit is \$65.74 of which \$13.84 is a monthly contribution to long-term reserves and is not to be used to pay for current operating expenses.

IF THE BUDGET FURNISHED TO YOU BY THE DEVELOPER SHOWS A MONTHLY ASSESSMENT FIGURE WHICH VARIES 10% OF MORE FROM THE ASSESSMENT AMOUNT SHOWN IN THIS PUBLIC REPORT, YOU SHOULD CONTACT THE DEPARTMENT OF REAL ESTATE BEFORE ENTERING INTO AN AGREEMENT TO PURCHASE.

The association may increase or decrease assessments at any time in accordance with the procedure prescribed in the CC&R's or Bylaws. In considering the advisability of a decrease (or a smaller increase) in assessments, care should be taken not to eliminate amounts attributable to reserves for replacement or major maintenance.

EXPENSES OF OPERATION ARE DIFFICULT TO PREDICT ACCURATELY AND EVEN IF ACCURATELY ESTIMATED INITIALLY, MOST EXPENSES INCREASE WITH THE AGE OF FACILITIES AND WITH INCREASES IN THE COST OF LIVING.

Monthly assessments will commence on all units during the month following the closing of the first sale of a unit. From that time, the subdivider is required to pay the association a monthly assessment for each unit which he owns, which has not been leased.

The remedies available to the association against owners who are delinquent in the payment of assessments are set forth in the CC&R's. These remedies are available against the subdivider as well as against other owners.

MAINTENANCE AND OPERATIONAL EXPENSES: (Continued)

The subdivider has posted a bond as partial security for his obligation to pay these assessments. The governing body of the association should assure itself that the subdivider has satisfied his obligations to the association with respect to the payment of assessments before agreeing to a release or exoneration of the security.

EASEMENTS: Easements for utilities and other purposes are shown on the Title Report and Subdivision Map recorded in the Office of the Orange County Recorder, Book 456 of Miscellaneous Maps, Pages 48 thru 49 and Condominium Plan recorded in Book 13358, Page 1193.

TITLE: Title is vested in Houser Bros. Co., a limited partnership, subject to:

A Ground Lease dated October 19, 1979, executed by Houser Bros. Co., a limited partnership, as Lessor, and Robert P. Warmington, a married man, as Lessee, a memorandum of which was recorded October 22, 1979 in Book 13362, Page 320 of Official Records and re-recorded December 6, 1979 in Book 13424, Page 499 of Official Records. Robert P. Warmington in turn has sublet the Ground Lease to Robert P. Warmington Co., a California corporation, the applicant.

RESTRICTIONS: This subdivision is subject to Restrictions recorded in the Office of the Orange County Recorder, Book 13618, Page 982.

FOR INFORMATION AS TO YOUR OBLIGATIONS AND RIGHTS,
YOU SHOULD READ THE RESTRICTIONS. THE SUBDIVIDER
SHOULD MAKE THEM AVAILABLE TO YOU.

WATER RIGHTS: You will not own the water rights under your land below a depth of 500 feet. These have been dedicated to the City of Huntington Beach. The right to surface entry has been waived.

USES AND ZONING: Property to the south is zoned MH (Mobilehome).

TAXES: The maximum amount of any tax on real property that can be collected annually by counties is 1% of the full cash value of the property. With the addition of interest and redemption charges on any indebtedness, approved by voters prior to July 1, 1978, the total property tax rate in most counties is approximately 1.25% of the full cash value.

For the purchaser of a lot or unit in this subdivision, the "full cash value" of the lot or unit will be the valuation, as reflected on the tax roll, determined by the county assessor as of the date of purchase of the lot or unit or as of the date of completion of an improvement on the lot if that occurs after the date of purchase.

CONDITIONS OF SALE: If your purchase involves financing, a form of deed of trust and note will be used. These documents may contain the following provisions:

An Acceleration Clause. This means that if you sell the property or default in your payment, the lender may declare the entire unpaid loan balance immediately due and payable.

A Late Charge. This means that if you are late in making your monthly payment you may have to pay an additional amount as a penalty.

A Prepayment Penalty. This means that if you wish to pay off your loan in whole or in part before it is due, you may be required to pay an additional amount as a penalty in accordance with the terms of the loan.

Transfer of the interest to the purchaser may be by a lease. Your rights and responsibilities are governed by the specific terms of such lease. You should read the entire lease.

The lease includes the following provision:

If you do not pay your installment on time, you may lose your property and all money you have paid in.

BEFORE SIGNING, YOU SHOULD READ AND THOROUGHLY
UNDERSTAND ALL LOAN DOCUMENTS.

PURCHASE MONEY HANDLING: The subdivider must impound all funds received from you in an escrow depository until legal title is delivered to you. (Refer to Sections 11013 and 11013.2(a) of the Business and Professions Code.)

If the escrow has not closed on your unit within one (1) year of the date of your deposit receipt, you may request return of your deposit.

FILLED GROUND: The common area contains filled ground varying to a maximum depth of 3.6 feet. These soils are to be properly compacted for the intended use under the supervision of a State licensed engineer.

FLOOD AND DRAINAGE: Orange County advises as follows:

The land lies within the historic floodplain of the Santa Ana River where the risk of flooding has been substantially reduced since the completion of Prado Dam and Reservoir by the U. S. Corps of Engineers in 1941. The largest flood-producing storm since completion of the dam occurred in 1969, an event which to the best information now available can be expected to recur on an average of 25 to 30 years over a long period of time. Peak discharges in 1969 seriously damaged the Santa Ana River levees within Orange County, but no outbreak occurred and the levees have now been repaired.

FLOOD AND DRAINAGE: (Continued)

In a report entitled "Flood Insurance Study Huntington Beach, California" prepared by the U. S. Army Corps of Engineers for the Federal Insurance Administration, the Corps of Engineers indicates that the occurrence of a storm with a recurrence interval approximating 50 years or greater will generate flows exceeding the present capacity of the Santa Ana River Channel. Such flows will cause breaching of the river levee at indeterminable locations followed by widespread flooding of the Talbert Valley. It is believed impossible to predict in advance where such break-out might occur or what particular area would subsequently be inundated.

The Corps of Engineers recently completed a study proposing modification to the Santa Ana River in the County of Orange, to Prado Dam, and the construction of an additional dam in the Mentone area of San Bernardino County. However, it is impossible to predict when project authorization will be made by Congress, the appropriation approved, and the actual construction accomplished.

It is the opinion of this office that upon completion of the construction in accordance with the proposed grading, storm drain and street plans, the improvements on the building pads will be protected from flooding from storms occurring on an average of once every 50 years or less.

PUBLIC TRANSPORTATION: Bus service is available adjacent to the site on Edinger Avenue.

SCHOOLS: The Ocean View School District provides the following information:

<u>School</u>	<u>Distance</u>
Haven View School 16081 Waikiki Lane Huntington Beach, California	1/4 mile

The projected enrollment from the proposed tract is twenty K-8 grade students. The capacity of Haven View School is 510 and enrollment is 447.

The District shall provide free transportation to and from school for pupils who live beyond the minimum distances, as measured by the shortest route. Where hazardous conditions exist, transportation may be provided for students who live less than the minimum distances. Handicapped children will be provided transportation as needed.

The Huntington Beach Union High School District provides the following information:

<u>School</u>	<u>Distance</u>
Marina High School 15871 Springdale Huntington Beach, California	1.7 miles

SCHOOLS: (Continued)

Transportation is furnished at District expense to students living a distance of more than three miles from their schools.

Huntington Beach Union High School District has six comprehensive high schools with a total capacity of 16,367 and a current enrollment of 21,346. This student overload is being accommodated by temporary structures and extended day schedule. The impact of continued enrollment growth will accelerate the extension of the school day and the continued implementation of other housing alternatives until a new high school is constructed. Any new housing must be considered carefully based on the availability of schools in Huntington Beach Union High School District.

NOTE: This school information was correct as of the date of this report. Purchasers may contact the local school district for current information on school assignments, facilities and bus service.

For further information in regard to this subdivision, you may call (213) 620-2700 or examine the documents at the Department of Real Estate, 107 South Broadway, Suite 7001, Los Angeles, CA 90012.

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Part 2 Page 132 of 182

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

RECORDED
REQUESTED BY

5002

BK 13690Pg 109:

WHEN RECORDED RETURN TO:

\$6.00
C1

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

MESERVE, MUMPER & HUGHES
5190 Campus Drive
Newport Beach, CA 92660

-3 00 P.M. AUG 5 '80

Attn: Frank D. Stiefel

LEE A. BRANCH, County Recorder

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE HUNTINGTON BEACH GABLES

Tract 10542
City of Huntington Beach
Orange County, California

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made this 30 day of JULY, 1980, by THE ROBERT P. WARMINGTON CO., a California corporation ("RPW Co."), HOUSER BROS. CO., a California limited partnership ("Houser") and ROBERT P. WARMINGTON, an individual ("Warmington").

WHEREAS, Houser is the owner of the fee interest in the following described property (the "Property"):

Lots 1 and 2 of Tract No. 10542 as per map recorded in Book 456, Pages 49 and 50, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California; and

WHEREAS, Warmington is the lessee of the Property; and

WHEREAS, RPW Co. is the sublessee and the developer of the improvements constructed on the Property, and is also the Declarant as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded May 28, 1980, in Book 13618, pages 982 through 1030, inclusive, Official Records of Orange County, California (the "Declaration"); and

WHEREAS, Warmington and RPW Co. intend to assign, convey and set over to ultimate consumers, various leasehold and fee interests in the Condominium Units, as defined in the Declaration, which collectively shall constitute the Condominium to be acquired by said consumer; and

WHEREAS, Warmington, Houser and RPW Co. desire to clarify the Declaration to insure that the interests so conveyed are inseparable and constitute the entire interest to be conveyed, which clarification requires an amendment to the Declaration.

BK 13690PG 1092

NOW THEREFORE, Warmington, Houser and RPW Co., do hereby declare as follows:

1. That collectively they are the sole owners of the Property as their interests may appear.
2. That they retain the exclusive and sole right to amend the Declaration.
3. That, in furtherance of the foregoing, the following amendments are hereby made to the Declaration:

(a) Section 1.13 of the Declaration is hereby amended to read as follows:

"Section 1.13. Owner/Ownership: "Owner" shall mean and refer to the record assignee of the rights of Declarant and/or a lessee or sublessee to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also mean and refer to the Lessee or Lessor if either succeeds to the rights of said assignee through termination of any lease or sublease or by any other means. All references herein to "ownership" shall mean and refer to the ownership of a leasehold or subleasehold interest."

(b) Section 2.2 of the Declaration is hereby amended to read as follows:

"Section 2.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

(a) A leasehold or sub-leasehold estate in a Unit as shown and defined on the Condominium Plan, excepting that portion of a Unit consisting of buildings and other improvements;

(b) An undivided one-eightieth (1/80) interest in a leasehold or subleasehold interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion of the Common Area consisting of building and other improvements;

(c) An exclusive easement on the leasehold or sub-leasehold estate referred to in item (b) above, which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit, excepting that portion consisting of buildings and other improvements;

Branch :ORI,User :DDEL

Comment:

Station Id :DMCL

BK 13690Pg 1093

(d) A non-exclusive easement and right to use the leasehold or sub-leasehold estate referred to in item (b) above except the Restricted Common Area, excepting that portion consisting of buildings and other improvements;

(e) A fee interest in that portion of a Unit, as shown and defined on the Condominium Plan, which consists of buildings and other improvements;

(f) An undivided one eightieth (1/80) fee interest in and to those portions of the Common Area, as shown and defined on the Condominium Plan which consist of buildings and other improvements;

(g) An exclusive easement on the fee estate referred to in item (f) above which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit which consist of buildings and other improvements;

(h) A non-exclusive easement and right to use the fee estate referred to in item (f) above except the Restricted Common Area, which consist of buildings and improvements; and

(i) A membership in the Association."

4. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day first above written, its effective date.

THE ROBERT P. WARMINGTON CO.,
a California corporation

By Ronald D. Warmington

HOUSER BROS., CO., a California
Limited Partnership

By Clifford G. Houser

By Arthur F. Houser

Robert P. Warmington
Robert P. Warmington

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Branch :ORI,User :DDEL

Comment:

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.445 CA (8-74)
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Orange

SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said
State, personally appeared Roger L. Daniel
known to me to be the Nice President, andknown to me to be _____ Secretary
of the corporation that executed the within instrument,
known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the
within instrument pursuant to its by-laws or a resolution of
its board of directors.

WITNESS my hand and official seal.

Signature Pearl L. HuntTITLE INSURANCE
AND TRUST
A TICO COMPANY

(This area for official notarial seal)

TO 1946 CA (8-74)
(Partnership)

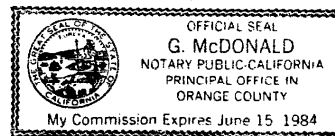
STATE OF CALIFORNIA

COUNTY OF ORANGE

SS.

On AUGUST 4, 1980
before me, the undersigned, a Notary Public in and for said State, personally appeared
CLIFFORD C. HOUSER AND VERNON F. HOUSERknown to me
to be BOTH of the partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature G. McDonaldTITLE INSURANCE
AND TRUST
A TICO COMPANY

(This area for official notarial seal)

TO 1944 CA (8-74)
(Individual)

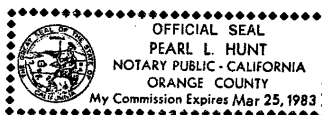
STATE OF CALIFORNIA

COUNTY OF Orange

SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert F. Warringtonknown to me
to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature Pearl L. HuntTITLE INSURANCE
AND TRUST
A TICO COMPANY

(This area for official notarial seal)

BK 13690P6 1094

RANCHO DEL REY OVER 55 MANUFACTURED HOME PARK
Qualifying and Occupancy Requirements 2018
16222 Monterey Lane
Huntington Beach 92649
THANYA
5 STAR HOMES SP#1231425
714 308-7735

General Information:

- *EACH, Prospective Resident must submit a park application with attached proof of income prior to opening escrow*
- *Person/s to occupy the home must verify income of \$3786 per month, renting of property or sub-letting is not allowed*
- *Park may ONLY use income of owner/occupant 55 or over, registered on Title and sign Lease Agreement*
- *Income verification MUST be in the form of COPIES; direct deposit, bank statements showing SOURCE, social security, retirement, pay stubs, etc. Funds/savings in an account is NOT income*
- *Applicants MAY submit Income Tax Statement for alternate verification of income if more convenient*
- *One owner 55 or over, others over 18, residents MUST park cars in driveway, guest parking for guests only. Extra resident's cars may park on Monterey Lane*
- *Park allows two small indoor pets, dogs 22 lbs OR 15 in" at shoulder*
- *Dogs must be on leash at all times, no solid fencing, privacy screens are allowed. May have doggie gate if home has a porch, with owner present. Dogs are not allowed to be left in any enclosed area, not allowed on common area or in the park office. Dogs may be walked thru the park on leash*
- *Monthly space rent \$1325 for 2018, plus utilities. Space rent increases each year between 2%-4%. Lease is for one year*
- *Mandatory meeting with manager with ALL occupants for Rules and Regulations for final park approval, week day appointments only*
- *Obtaining a loan or paying cash for a home is separate from qualifying for park income requirement. If obtaining a loan, the amount of the mortgage payment will be added to the park's income requirement * 5 Star Home Lending Richard Herr/714 891-6383 *Request a park and loan application* Thanya 714 308-7735*

RANCHO DEL REY MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CALIFORNIA

MOBILEHOME RENTAL AGREEMENT

INFORMATION SUMMARY

The following information from the Agreement is summarized for the convenience of both of us. Please see the applicable paragraphs in this Agreement for the complete information which controls if there is a difference between it and the following:

- A. Space Number: 376
- B. Resident(s): Laura Ryan, Lisa T. Ryan, Patricia C. Ryan
- C. Date this Agreement Begins and Length/Term of this Agreement:
- (1) On a month-to-month basis beginning _____, 20____.
- _____
(Resident's Initials)
- (2) For a period of 12 months beginning 1-1- 2006 LJR
(not to exceed 12 months). _____
(Resident's Initials)
- D. Monthly Rent: Your beginning monthly rent will be \$ 696.00. The amount of your rent may be increased at any time on ninety (90) days' notice. The increase in rent may be made because of such things as new or increased operating expenses we may incur, increases in what we believe to be a fair market rent for your mobilehome space or any other reason we believe, in our sole discretion, to be appropriate so long as the rent increase is not otherwise specifically prohibited by law. _____
(Resident's Initials)
- E. Utilities:
- (1) Utilities You Pay to Park:
- Electricity, Water and Natural Gas on submetered basis.
- Sewer and Trash at an initial charge of \$ 10.27 /month for Sewer and
\$ 12.33 /month for Trash.
- (2) Utilities Included in Your Rent: None.
- (3) Utilities you purchase from Others: Telephone and cable TV.
- Utilities may be increased or changed as allowed by this Agreement.

F. Other Charges:

- (1) Late Payment: \$20.00
- (2) Returned Checks: \$20.00
- (3) Security Deposit: \$ 0
- (4) RV/Extra Vehicles: \$ 60.00 per month per vehicle
- (5) Government Fees: As charged to Park
- (6) Extra Persons Charge: \$ 0 per day per person
- (7) Guest Cottage Charge: \$ 50.00 per day.
- (8) Other: _____

These above charges may be increased or changed as allowed by this Agreement.

- G. Facilities to be provided by the Park for Residents during the term of this Agreement, unless changed: The streets, R.V. storage area (subject to separate agreement and charge), 2 clubhouses, 2 swimming pools and spas, 4 saunas, 3 laundry rooms and 2 guest cottages which are available for residents to rent to house their short-term guests.

- H. Services to be provided by the Park for Residents during the term of this Agreement, unless changed: Park Manager, electricity, natural gas, water, sewer, and trash.

Facilities and services may be decreased or changed as allowed by this Agreement. The cost of providing and maintaining facilities and services may increase your rent per the provisions of this Agreement.

DISCLOSURES AND IMPORTANT ACKNOWLEDGMENTS

OUR MOBILEHOME PARK IS AN OLDER PARK; THEREFORE, THE UTILITY SYSTEMS (ELECTRIC, NATURAL GAS, SEWER AND WATER) DO NOT WORK AS WELL AS NEWER SYSTEMS AND DO PERIODICALLY BREAK DOWN OR PROVIDE LESS-THAN-ADEQUATE SERVICE.

YOU ACKNOWLEDGE THAT WE HAVE OFFERED YOU THE OPTION OF HAVING THIS AGREEMENT HAVE A TERM OF 12 MONTHS OR LESS, INCLUDING A MONTH-TO-MONTH TENANCY. YOU ALSO ACKNOWLEDGE THAT YOU HAVE VOLUNTARILY SELECTED THE TERM LISTED AT PARAGRAPH C ON PAGE 1 OF THIS AGREEMENT.

RESOLUTION OF DISPUTES: YOU AGREE THAT THOSE DISPUTES WHICH ARE SPECIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, WHICH IS ENTITLED "RESOLUTION OF DISPUTES," WILL BE DETERMINED BY SUBMISSION TO WHAT IS KNOWN AS A REFERENCE AND NOT BY WHAT MOST PEOPLE CONSIDER THE NORMAL LAWSUIT OR BY RESORTING TO NORMAL COURT PROCESSES. BY SIGNING THIS AGREEMENT, BOTH YOU AND WE ARE GIVING UP OUR CONSTITUTIONAL RIGHT TO HAVE THOSE DISPUTES DECIDED IN A COURT OF LAW BEFORE A JURY AND, INSTEAD, ARE ACCEPTING THE USE OF THE REFERENCE PROCEDURES.

I AGREE I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURES AND ACKNOWLEDGMENTS.

SIGNATURE: _____

DATE: 1/18/2006

SIGNATURE: _____

DATE: 1/20/2006

SIGNATURE: _____

DATE: _____

1. **TERM:** You are renting the Space listed at paragraph A on page 1 of this Agreement in Rancho Del Rey Mobile Home Estates located in Huntington Beach, California (the Park). This Agreement is for the term and begins on the date listed at paragraph C on page 1 of this Agreement unless it terminates earlier per the termination paragraphs of this Agreement.

2. **RENT:** Your rent will be the amount listed at paragraph D on page 1 of this Agreement and it may be increased as permitted by that paragraph.

3. **UTILITIES:**

3.1 You are responsible for making sure that your mobilehome and all appliances and equipment in your mobilehome are compatible with the electric service and capacity now available, and we shall have no liability or responsibility to you if the available electrical supply is incompatible. You agree not to install electrical appliances which will use energy in excess of the electrical service and capacity available to your Space. You also agree that you will not attempt to increase the electrical service and capacity of your Space by installing any device or doing anything else unless you have received our prior written permission. If your electrical demands exceed the capability of the Park, or are otherwise inconsistent with the capabilities of the Park, you will be deemed to be in default under your rental or lease agreement and you will, in addition to all of the remedies available to us, reimburse us within ten (10) working days for any costs and expense we incur in remedying the situation created by your use of excessive or inconsistent electrical demands. You also agree to indemnify and hold us harmless against any loss, cost, damage, expense (including attorneys' fees and costs) or other liability incurred or imposed by reason of any injury to persons or property which occurs as a result of your electrical demands. As the amount of such electrical service and capacity will affect your ability to have electrical appliances, you must determine in advance from us in writing the amount of electrical service and capacity available to your Space and insure that your mobilehome and all appliances and equipment in it are compatible with that service and capacity.

3.2 We will provide, submeter and separately charge you monthly for gas, water, and electricity. Any increases in the cost of utilities submetered will be immediately passed-through and paid by you. We will initially charge you monthly the amount indicated in paragraph E(1) on page 1 of this Agreement for trash and sewer. Any increase in the cost of utilities separately charged will be immediately passed-through and paid by you, at such prevailing rates regulated and authorized by the utility companies. You will contract with and pay directly for all other utilities you require.

4. **RENT AND OTHER CHARGES:**

4.1 If you do not maintain your mobilehome or Space as required by this Agreement and the Rules and Regulations, we may give you a notice requiring you to comply in fourteen (14) days. If you do not, we may charge you a reasonable fee for having this work done. In accordance with Civil Code §798.36 Management may after providing you with 14 days notice charge you with the reasonable costs for removal personal property and storage thereof for a period of sixty-day period prior to the ultimate disposal of unclaimed property.

4.2 If you store or park a vehicle, trailer or something else in the recreational vehicle storage lot or other extra vehicle parking area, you will be charged the amount indicated in paragraph F(4) on page 2 of this Agreement. This charge may be increased at any time on sixty (60) days' written notice. This storage or parking will be per the terms

REGARDING A REFERENCE ALSO APPLIES TO MEDIATION.

6.5 WE MAY, AT OUR OPTION, ELECT TO HAVE ANY OF THE FOLLOWING DISPUTES SUBMITTED TO A REFERENCE OR TO BE TRIED IN THE COURTS UNDER NORMAL PROCEDURES TO A JUDGE SITTING ALONE WITHOUT A JURY: (a) TERMINATION OF TENANCY DUE TO A FAILURE TO PAY RENT OR OTHER CHARGES OR FOR ANY OF THE OTHER REASONS TENANCY MAY BE TERMINATED PER CIVIL CODE §798.56(a) THROUGH (e), INCLUSIVE; (b) FORCIBLE DETAINER; (c) INJUNCTIVE RELIEF PER (i) CODE OF CIVIL PROCEDURE §527.6, (ii) CIVIL CODE §798.87(b), OR (iii) CIVIL CODE §798.88; (d) PAYMENT OF THE MAINTENANCE FEE PROVIDED FOR IN CIVIL CODE §798.36; (e) CONDEMNATION OR A CHANGE OF THE USE OF THE PARK AS PROVIDED IN CIVIL CODE §798.56(f) AND (g); AND (f) TO PRESERVE ANY EQUITABLE RIGHTS RELATING TO ANY DISPUTE. MEDIATION WILL NOT OCCUR FOR THE DISPUTES IN THIS PARAGRAPH 6.5.

6.6 "DISPUTE" INCLUDES NOT ONLY DISPUTES YOU MAY HAVE WITH US BUT ALSO DISPUTES AGAINST ANY OF OUR EMPLOYEES, CONTRACTORS, AGENTS OR ANY OTHER PERSON WHO YOU CONTEND HAS INJURED YOU WHEN YOU ALSO CONTEND THAT WE ARE RESPONSIBLE FOR THAT OTHER PERSON'S ACTS OR FAILURE TO ACT.

6.7 BEFORE THE LAWSUIT REQUIRED TO BEGIN A REFERENCE MAY BE FILED, MEDIATION MUST BE ATTEMPTED. THIS IS DONE BY YOU SERVING US AND THE JUDICIAL ARBITRATION AND MEDIATION SERVICE, INC. ("JAMS") WITH A WRITTEN DEMAND OR NOTICE OF INTENTION TO REQUIRE A REFERENCE.

6.8 YOU MUST GIVE US THIS NOTICE NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE. IF YOU DO NOT GIVE US NOTICE WITHIN THE ONE (1) YEAR TIME PERIOD, YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY INJURY OR DAMAGE YOU OR OTHERS IN YOUR HOUSEHOLD MAY EXPERIENCE AND, THEREFORE, THAT DISPUTE WILL NOT BE SUBJECT TO A REFERENCE OR ANY PROCEEDING IN THE COURTS. THIS ONE (1) YEAR TIME LIMITATION APPLIES TO BEING ENTITLED TO BOTH MEDIATION AND A REFERENCE. FOR EXAMPLE, IF THE DATE WHEN YOU FIRST BECAME AWARE OF THE DISPUTE WAS JANUARY 1, 1995, NOTICE OF THE DISPUTE MUST BE GIVEN BY YOU TO US BY DECEMBER 31, 1995 IN ORDER TO HAVE THE DISPUTE MEDIATED AND HAVE A REFERENCE, AND IF NOTICE WAS GIVEN AFTER DECEMBER 31, 1995, NEITHER MEDIATION OR A REFERENCE WOULD OCCUR.

6.9 THE NOTICE REFERRED TO IN PARAGRAPH 6.8 MUST PROVIDE: (i) A DESCRIPTION OF THE DISPUTE, AND (ii) FACTS FROM WHICH THE DISPUTE ARISES INCLUDING WITNESSES, DATES, TIMES AND CIRCUMSTANCES. IF THE DISPUTE IS NOT RESOLVED IN NINETY (90) DAYS BY MEDIATION, THE DISPUTE

DETERMINED TO BE NECESSARY BY THE MEDIATOR OR REFEREE, THE FAILURE OF ONE OF US TO PAY WILL NOT, HOWEVER, ABATE, STAY, OR SUSPEND THE MEDIATION OR REFERENCE AND THE MEDIATOR OR REFERENCE.

6.14 YOU ACKNOWLEDGE HAVING READ THIS PARAGRAPH 6. YOU ALSO AGREE THAT THESE PROVISIONS WILL APPLY TO YOU AT ALL TIMES IN THE FUTURE (EVEN THOUGH THAT MAY BE BEYOND THE TERM OF THIS AGREEMENT OR AFTER YOUR TENANCY OR THIS AGREEMENT HAS BEEN TERMINATED OR YOU MOVE FROM THE PARK) UNLESS THESE PROVISIONS ARE ELIMINATED AFTER THE TERM OF THIS AGREEMENT ENDS BY A WRITTEN 60-DAY NOTICE FROM US TO YOU.

6.15 NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE YOUR DISPUTES WITH US DECIDED BY A NEUTRAL REFEREE AS PROVIDED BY CALIFORNIA LAW, AND YOU ARE GIVING UP ALL RIGHTS YOU HAVE TO HAVE THE DISPUTES LITIGATED IN A COURT OR BY A JURY TRIAL. IF YOU REFUSE TO SUBMIT TO A REFERENCE AFTER AGREEING TO THESE PROVISIONS, YOU MAY BE COMPELLED TO A REFERENCE UNDER CALIFORNIA LAW. YOUR AGREEMENT TO THESE PROVISIONS IS VOLUNTARY. YOU HAVE READ AND UNDERSTAND THIS PARAGRAPH 6 AND AGREE TO SUBMIT YOUR DISPUTES TO A "REFERENCE" AS PROVIDED IN THIS PARAGRAPH 6.

BY INITIALING BELOW, YOU ACKNOWLEDGE THE PROVISIONS AND AGREEMENTS IN PARAGRAPH 6 ABOVE.

Initials of Homeowner(s): JK

7. **SALE OF MOBILEHOME:** You may sell/transfer your mobilehome per your and our rights and obligations under this Agreement. You must, however, give us sixty (60) days' written notice of your intent to sell/transfer your mobilehome. You must also give us written notice at least ten (10) days prior to your execution of any escrow, sale, exchange, transfer or other agreement. The requirements of this Agreement and this paragraph will apply even if you sell or transfer only a portion of your interest in your mobilehome.

8. **REMOVAL OF MOBILEHOMES UPON SALE TO THIRD PARTIES:**

We may, in order to upgrade the quality of the Park, require the removal of mobilehomes from the Spaces upon their sale or transfer to a third party, in accordance with the provisions of the Mobilehome Residency Law and other applicable law. Any such rights granted us due to amendments, deletions, or modifications of the Mobilehome Residency Law and other applicable law may be enforced by us at our option.

9. **APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:**

9.1 If your prospective buyer/transferee intends for the mobilehome to remain in the Park, or the buyer/transferee intends to reside in the Park, the buyer/transferee must do the following before occupying the mobilehome or Space: complete an application for residency, sign the Park's current rental or lease agreement which may be different than this Agreement and be accepted by us. The rent we are then charging may be increased to any amount we believe appropriate. We may request a financial statement, credit report, references and other reasonable information we need from any prospective buyer/ transferee. If the buyer/transferee is not approved by us or does not

in effect after your breach and abandonment and recover rent as it becomes due, if you have the right to sublet or assign, subject only to reasonable limitations).

14.3 You agree that the amount of our damages against you per the terms of this paragraph 13 may, at our sole option, be determined by paragraph 6 of this Agreement and that the mediation portions of such provisions shall not be applicable.

15. **INDEMNIFICATION:** To the fullest extent the law allows, we have no liability to you or anyone else for anything which is not caused by our active negligence or willful acts and you agree to completely release, discharge, indemnify, and hold us free and harmless from all claims for which we are not liable, including providing a defense and the payment of attorneys' fees and costs of an attorney we choose. You agree to indemnify and hold us harmless from all claims, including providing a defense and the payment of attorneys' fees, and costs of an attorney we choose, which occur because of the negligent or willful conduct of you or others who you invite to be in the Park. You also agree to indemnify and hold us harmless from all claims you may have of economic loss, diminution in market value, or depreciation of your mobilehome, and other improvements.

16. **INCORPORATED DOCUMENTS:** You agree you have received, read and understood a copy of: This Agreement; the Mobilehome Residency Law which is effective as of January 1st of the year in which you signed this Agreement or signed a document accepting an assignment of this Agreement (which you agree was attached to this Agreement at the time you received it); the Rules and Regulations (including signs posted in the common areas) which you agree are effective immediately; R.V. Storage Agreement; and other: _____. You understand that by signing this Agreement, you are bound by all of the terms and conditions of these documents and signs as they may be revised per this Agreement.

17. **COMPLIANCE WITH LAW AND RULES AND REGULATIONS:** You agree to comply with all applicable laws, ordinances, regulations and all terms of this Agreement, the Rules and Regulations, and all terms contained in any document referred to in this Agreement, as they may be changed.

18. **ZONING, USE PERMIT AND OWNER INFORMATION:** The zoning under which the Park operates is MHP - Mobilehome Park. The permits under which the Park operates are not subject to expiration or renewal. The Park is not located on land which we lease from someone else, but we do have the option to enter into such a lease at any time in the future. If we exercise this option, we will notify you of the expiration date of the lease.

19. **TRANSFER OF PARK'S INTEREST:** If we sell or transfer our interest in the Park to anyone else, we will be automatically relieved of our obligations under this Agreement which occur after the date of the sale/transfer.

20. **NOTICES:** All notices required or allowed by this Agreement must be in writing. Except for notices terminating your tenancy, the service of any other notice on you will be valid if it is personally served on you or mailed to you at your address in the Park by First Class United States Mail, postage prepaid.

21. **WAIVER:**

21.1 If you fail to meet any of your obligations under this Agreement, a delay or omission by us in exercising any right or remedy we have because of your default will not impair any of our rights or remedies against you, nor will it be considered a waiver by us of any right or remedy. No waiver by us of our right to enforce any provision of this Agreement after any default on your part will be effective unless it is made in writing and signed by us, nor will it be considered a waiver of our rights to enforce each and every provision of this Agreement upon any further or other default on your part. Our acceptance of rent will also not be a waiver of any breach by you of any term or provision of this Agreement, including any rule, regulation or other term or provision contained in any document referred to in this Agreement.

21.2 Any delay, omission, or mistake by us in exercising any right to make any of the increases allowed by paragraph 2 of this Agreement or other provisions of this Agreement will not impair any of our rights or be considered to be a waiver by us. Instead, we may, at any time, correct our delay, omission, or mistake and collect from you the full

28. **HOLDOVER TENANCY:** If you continue to live in the Park after the term of this Agreement has expired or it has been terminated (including any extension of the initial term we agree to), and you have not signed a new rental or lease agreement with us, you shall be on a month-to-month tenancy. During that month-to-month tenancy, you will pay all rent and other charges required by this Agreement and all the terms and provisions of this Agreement, including the "Resolution of Disputes" provisions will continue to apply to you. We may, however, increase the rent or charges you pay or change any other terms of this Agreement upon ninety (90) days' written notice to you.

29. **COUNTERPARTS:** This Agreement may be signed in duplicate copies, each of which shall be considered an original, but all of which taken together will be one and the same document.

30. **EXHIBITS:** Each exhibit or other document referred to in this Agreement is attached or enclosed and incorporated in this Agreement by this reference.

31. **OWNER'S APPROVAL AND OPTIONS:** All references in this Agreement and documents it refers to that our approval is required or other similar terms indicating our approval must be obtained by you means you must obtain our prior written approval by submitting a written request to us which describes what you want to do. References in this Agreement that we may, at our option, adjust or increase rents up to or by a certain amount or do anything else at our option, means we have the right, if we wish, to do so.

32. **STATUTE OF LIMITATION: ANY LAWSUIT OR OTHER ACTION AGAINST US MUST BE FILED BY YOU WITH THE COURT NOT LATER THAN ONE (1) YEAR FROM THE DATE YOU OR ANY MEMBER OF YOUR HOUSEHOLD FIRST BECAME AWARE OF (OR REASONABLY SHOULD HAVE BEEN AWARE OF) THE DISPUTE OR CLAIM. IF YOU DO NOT FILE THE LAWSUIT OR OTHER ACTION AGAINST US WITH THE COURTS WITHIN THIS ONE (1) YEAR TIME PERIOD, YOU WILL HAVE NO RIGHT TO PROSECUTE OR PURSUE THE LAWSUIT OR OTHER ACTION AND YOU AGREE WE WILL NOT BE LIABLE TO YOU FOR ANY OF THE CLAIMS, DAMAGES, OR OTHER ALLEGATIONS AND RELIEF ASSERTED IN THE LAWSUIT OR OTHER ACTION. IF THE RESOLUTION OF DISPUTES PROVISIONS OF THIS AGREEMENT ARE APPLICABLE TO YOUR DISPUTE OR CLAIM, THEY, TOO, WILL BE SUBJECT TO THE LIMITATIONS OF THIS PARAGRAPH.**

33. **USE AND OCCUPANCY:** Unless otherwise specifically allowed by this Agreement or other documents it incorporates, at all times one of the persons listed on the last page of this Agreement, or on the document assigning this Agreement, must be the "registered" owner of the mobilehome, and that person must regularly occupy the mobilehome, and it must also be their primary residence. When title to the Mobilehome is held in a trust which has been established for the purpose of estate planning one of the person(s) who established the trust must reside in the home on full time basis. You agree that the information you have provided us regarding you, other members of your household and your mobilehome is true and correct. You also agree to promptly notify us, in writing, of any change in this information. Please refer to the Rules and Regulations for further clarification of your use and occupancy of the mobilehome and Space. We, or someone we designate, may conduct a mobilehome sales or rental business in the Park.

34. **INSPECTION:** By signing this Agreement, or accepting an assignment of it, you agree you have carefully inspected the Space you are renting and all of our services, improvements and facilities and you have found them to be safe and as represented by us to you, either orally or in writing, and you accept them as they are. To the extent that you have found such services, improvements and facilities not to be safe or not to be as represented by us to you, either orally or in writing, you nonetheless agree to accept them as they are.

35. **ENFORCEMENT OF CONDITIONS OF TENANCY:** You agree that the enforcement of this Agreement, the Rules and Regulations and the provisions of other documents and conditions of tenancy are a private matter between us and each resident on an individual basis and the enforcement or the lack thereof by us with regard to any resident shall not result in any damage or injury to, or claim by you. You also agree that you are not a third party beneficiary of any agreement between us and any other residents or person(s).

36. **MAINTENANCE OF IMPROVEMENTS:** You are financially responsible to maintain, repair and replace as reasonably necessary your mobilehome and all equipment, structures and other improvements to your mobilehome

and Space in good and safe condition and repair and in an aesthetically pleasing condition at all times. This includes, without limitation, the following: the mobilehome, accessory equipment and structures, fences, driveways (except park installed driveways), trees (except trees which present a specific health and safety violation or hazard), banks, and landscaping. Regardless of whether you are the original homeowner/occupant of the Space or of your mobilehome or purchased your mobilehome from a former homeowner who previously lived at your Space, this paragraph applies to you and you are responsible even for those things which were installed by a former owner or resident of the mobilehome or Space, us, or any prior or future owner of the Park. You are financially responsible for insuring at all times that the mobilehome, Space, and their improvements complies with all local, state and federal laws and regulations. (The only exception is any of the Park's utility systems on your Space which are owned by us or a utility company so we or they are responsible for them and park installed driveways.) The preceding includes without limitation such things as: insuring that the drainage is sufficient to prevent water from accumulating on your Space or under your mobilehome or running off so it adversely affects other Spaces or our property; that all required setbacks and lot line requirements are met and there are no encroachments on other property; that all building code and other similar requirements are met; and that all building and other permits have been obtained.

37. **CONDEMNATION:** If any portion of the Park is taken under the power of eminent domain, or is sold to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending or the utility systems or other portions of the Park are or will be affected by the condemnation to the point where, in our sole opinion, it is not economically desirable to continue operations, we will have the right to terminate this Agreement as of the date the condemning authority takes possession. The entire amount of any award for taking of all or any part of a space or the Park or for any other reason under the power of eminent domain will be our property whether such award shall be made as compensation for diminution in value of the leasehold or for taking the fee or the taking of any interest you may have because of this Agreement or any other lease or rental agreement you have with us or your tenancy in the Park. Nothing contained in this paragraph, however, will preclude you from obtaining any award from the condemning authority to you for the loss of or damage to your mobilehome or other removable personal property.

38. **TIME OF ESSENCE:** Time is of the essence in this Agreement and each and every provision thereof.

39. **MODIFICATION FOR LENDER:** If, in connection with our obtaining financing where we use the Park as security, a lender requests reasonable changes in this Agreement as a condition to such financing, you agree to promptly consent to those changes if they do not increase your obligations under this Agreement or materially adversely affect you.

40. **ESTOPPEL CERTIFICATE:** You shall, on our request, sign and deliver to us a written statement certifying that (a) this Agreement is unmodified and in full force and effect (or if there have been modifications that they are in full force and effect as modified; (b) the dates to which the rent and other charges have been paid; (c) the term of this Agreement; (d) the amount of any security deposit; (e) we are not in default nor have we been in the past under any provision of this Agreement or any laws or regulations affecting our obligations; and (f) any other matters as may be reasonably requested by us. Any such statement may be relied on by us or any person we give it to. You will be in default of this Agreement if you fail to do the above within 10 days of your receipt of a written request for such statement. We may, at our option, treat your failure to sign and deliver this document to us as your agreement to the information we've requested and that we are not in default nor have we been in the past under any provision of this Agreement or any laws, or regulations affecting our obligations to you.

41. **LIMITATION OF OUR LIABILITY:** In consideration of this Agreement, you agree that, in the event of any actual or alleged failure, breach or default by us under this Agreement or otherwise, your sole and exclusive remedy shall be against the value of our mobilehome park which is identified in this Agreement as the Park (including any insurance policies of us or the Park), not other property or assets which we may own.

42. **MEGAN'S LAW:** The California Department of Justice, sheriff's departments, other local law enforcement authorities maintain for public access a database of the locations of persons required to register as an identified sex offender. The database is updated on a quarterly basis and a source of information about the presence of these individuals is any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line

through which inquires about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. There is a charge for "900" calls information regarding neighborhoods is not available through the "900" telephone service.

The phone numbers to call for information: (714) 960-8843

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.Meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Executed, Huntington Beach, 1:25pm, on 11-16-18
43. EXECUTION: The Agreement is signed by you at 1:25 o'clock P.m., on 1-16-2018
This Agreement is signed by us on 1-16-2018

NOTE TO NEW RESIDENTS: THIS AGREEMENT WILL NOT BE EFFECTIVE UNLESS YOU COMPLETE THE PURCHASE OF THE MOBILEHOME AND IF YOU DO NOT, YOU WILL HAVE NO RIGHTS OF TENANCY IN THE PARK.

PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT AND ALL OF THE OTHER DOCUMENTS REFERRED TO IN THIS AGREEMENT.

I/WE AGREE THAT WE HAVE READ, UNDERSTOOD AND VOLUNTARILY AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT WHICH CONSIST OF THIS MOBILEHOME RENTAL AGREEMENT AND THE OTHER DOCUMENTS REFERRED TO IN IT.

I/WE HAVE BEEN ADVISED BY REPRESENTATIVES OF THE PARK THAT I/WE HAVE THE RIGHT TO CONSULT A LAWYER AND GET THE LAWYER'S ADVICE BEFORE SIGNING THIS AGREEMENT.

[[RESIDENT(S)' INITIALS: _____ I/WE HAVE TAKEN THIS AGREEMENT TO A LAWYER BEFORE SIGNING IT. THE LAWYER IS:

Name: _____

Address: _____

Telephone: _____

[[RESIDENT(S)' INITIALS: JA I/WE HAVE DECLINED TO SEEK LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT.

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING THAT THOSE DISPUTES WHICH ARE SPECIFIED IN PARAGRAPH 6 OF THIS AGREEMENT, WHICH IS ENTITLED "RESOLUTION OF DISPUTES" WILL BE DECIDED BY A NEUTRAL REFEREE AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PARAGRAPH 6 OF THIS AGREEMENT.

HOMEOWNER(S) SIGNATURE(S)

RANCHO DEL REY MOBILE HOME ESTATES

[Signature]
[Signature]
[Signature]
By: Widamaskushie
Sandcastle Co LLC 11/16/18
Rancho Del Rey
© 2006 Alston & Gieser, LLP. All rights reserved. Reproduction is illegal. (May be reproduced by Park named above.)
[Signature] 11/16/2018

11/18/18 Person(s) in addition to the above who
will reside in the above Space for whom
applications for residency were submitted
and approved.

L. Sandcastle Co. LLC

Theresa L. Callahan

John R. Callahan
Member

HUNTINGTON BEACH CITY ORDINANCE

17.38.020 Temporary Rental of Mobile Home

D. Hereafter, "renter" refers to the person or persons who pay rent to the mobile home owner in exchange for the temporary right to reside within the subject mobile home (and the related right to occupy the space upon which the mobile home is located), but not as a co-occupant with the owner. Any renter of a mobile home must meet all the rules of occupancy of the mobile home park in which the mobile home is located with the exception of any rule which directly or indirectly prohibits, in conflict with this section, the temporary rental of a mobile home for up to one year.

Prior to the mobile home renter's taking occupancy, that renter and the mobile home owner shall provide the park owner with:

1. A copy of the mobile home rental agreement;
2. The true names of all intended occupants and their residential phone number;
3. Business phone numbers for all adult occupants who have such numbers; and
4. An agreement signed by all adult occupants, which reads as follows:

E. Such temporary rentals authorized by this chapter may not exceed 12 months in any two-year period subject to renewal because of continued hardship. (3277-5/95)

I have received copies of the lease between the park owner and the homeowner for Space # 376 and current park rules.

I have read those documents with care. I believe I understand them. I believe that I qualify for occupancy under those rules and the master lease (except for provisions prohibiting subleasing). I agree to abide by those Park Rules and to meet all obligations of that master lease which are relevant to an occupant. I understand that the park owner may directly enforce the within agreement against me without giving up any rights against the mobile home owner.

Sincerely,


Jamie L. Gallian

RANCHO DEL REY OVER 55 MANUFACTURED HOME PARK

Qualifying and Occupancy Requirements 2018

16222 Monterey Lane

Huntington Beach 92649

THANYA

5 STAR HOMES SP#1231425

714 308-7735

General Information:

- *EACH, Prospective Resident must submit a park application with attached proof of income prior to opening escrow*
- *Person/s to occupy the home must verify income of \$3786 per month, renting of property or sub-letting is not allowed*
- *Park may ONLY use income of owner/occupant 55 or over, registered on Title and sign Lease Agreement*
- *Income verification MUST be in the form of COPIES; direct deposit, bank statements showing SOURCE, social security, retirement, pay stubs, etc. Funds/savings in an account is NOT income*
- *Applicants MAY submit Income Tax Statement for alternate verification of income if more convenient*
- *One owner 55 or over, others over 18, residents MUST park cars in driveway, guest parking for guests only. Extra resident's cars may park on Monterey Lane*
- *Park allows two small indoor pets, dogs 22 lbs OR 15 in" at shoulder*
- *Dogs must be on leash at all times, no solid fencing, privacy screens are allowed. May have doggie gate if home has a porch, with owner present. Dogs are not allowed to be left in any enclosed area, not allowed on common area or in the park office. Dogs may be walked thru the park on leash*
- *Monthly space rent \$1325 for 2018, plus utilities. Space rent increases each year between 2%-4%. Lease is for one year*
- *Mandatory meeting with manager with ALL occupants for Rules and Regulations for final park approval, week day appointments only*
- *Obtaining a loan or paying cash for a home is separate from qualifying for park income requirement. If obtaining a loan, the amount of the mortgage payment will be added to the park's income requirement * 5 Star Home Lending Richard Herr/714 891-6383 *Request a park and loan application* Thanya 714 308-7735*

Code of Civil Procedure, §§ 699.520, 712.010, 715.010
Government Code, § 6103.5
www.courts.ca.gov

000306

Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN	EJ-130 CASE NUMBER: 30 2018 01013582 CLUDCJC
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21. ☐ Additional judgment debtor (name, type of legal entity if not a natural person, and last known address):
22. ☐ Notice of sale has been requested by (name and address):
23. ☐ Joint debtor was declared bound by the judgment (CCP 989-994)
- a. on (date):
- b. name, type of legal entity if not a natural person, and last known address of joint debtor:
- a. on (date):
- b. name, type of legal entity if not a natural person, and last known address of joint debtor:
- c. ☐ Additional costs against certain joint debtors are itemized: ☐ Below ☐ On Attachment 23c
24. ☒ (Writ of Possession or Writ of Sale) Judgment was entered for the following:
- a. ☒ Possession of real property: The complaint was filed on (date): 8-21-2018
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)
- (1) ☒ The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
- (2) ☐ The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
- (3) ☐ The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)
- (4) If the unlawful detainer resulted from a foreclosure (item 24a(3)), or if the Prejudgment Claim of Right to Possession was not served in compliance with CCP 415.46 (item 24a(2)), answer the following:
- (a) The daily rental value on the date the complaint was filed was \$36.20
- (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):
- b. ☐ Possession of personal property.
☐ If delivery cannot be had, then for the value (itemize in 24e) specified in the judgment or supplemental order.
- c. ☐ Sale of personal property.
- d. ☐ Sale of real property.
- e. The property is described: ☒ Below ☐ On Attachment 24e
- 16222 Monterey Lane, Space 378, Huntington Beach, California 92649

EJ-130

Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN	CASE NUMBER: 30 2018 01013582 CLUDCJC
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NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

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Rancho Del Rey

MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CA 92649
PHONE: (714) 846-1429

11/20/2018

TO:
Gallian, Jamie
5782 Pinon Drive
Huntington Beach, CA 92649

000309

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Part 2 Page 153 of 182

Rancho Del Rey

MOBILE HOME ESTATES
16222 MONTEREY LANE
HUNTINGTON BEACH, CA 92649
PHONE: (714) 846-1429

11/20/2018

TO:
Gallian, Jamie
5782 Pinon Drive
Huntington Beach, CA 92649

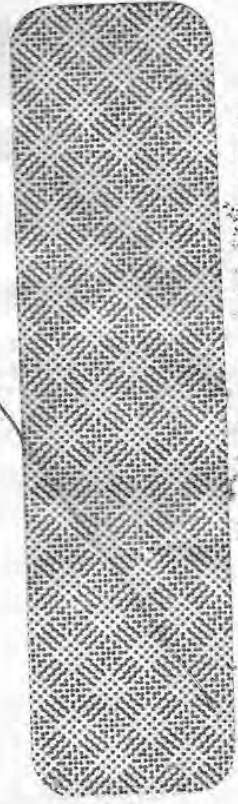


SANTA ANA, CA 926
20 NOV 2018 PM 10 L

*Return to Sender
Not to this address
Hawaii*

Unopened

*Rancho Del Rey
16222 Monterey Ln.
Huntington Beach, CA 92649*



92649-4999

PROSPECTIVE PURCHASER EVALUATION — NOTICE TO PROSPECTIVE PURCHASER



Western
Manufactured Housing Communities
Association

Rancho Del Rey Mobile Home Estates
(Park Name)

TO: Prospective Homeowner: Jamie Gallian
(Prospective Homeowner Name)

On 11/19/2018, management received all of the information necessary to determine if you will be
(Date)
acceptable as a homeowner in the park, located at 16222 Monterey Ln. SPC 376 Huntington Beach, CA 92649
(space and address)

This is to advise prospective homeowner that the prospective homeowner is:

 APPROVED FOR RESIDENCY IN THE PARK, provided that the prospective homeowner complies with the requirements of Section 798.75 of the California Civil Code and executes a rental agreement with management. In the event the prospective homeowner fails to execute the rental agreement, that person shall have no rights of tenancy. The prospective homeowner should contact management immediately to sign a rental agreement. You are also advised that any escrow, sale or transfer agreement for the mobilehome must contain a copy of either a fully executed rental agreement or a statement signed by both the management and you that the parties have agreed to the terms and conditions of the rental agreement.

 X **DISAPPROVED, because:**

 You have not demonstrated that you have the financial ability to pay the rent and charges of the park.

 Management has determined that, based on your prior tenancies, you will not comply with the rules and regulations of the park.

 Management has determined that you cannot comply with the requirements of the park's rules and regulations limiting residency to housing for older persons.

 X This disapproval includes the following reason(s):

 X Consumer Credit Report (check appropriate box below):

 X Information contained in a consumer credit report obtained from the consumer credit reporting agency named in the paragraph on page two of this form.

 A consumer credit report containing insufficient information obtained from the consumer credit reporting agency named in the paragraph on page two of this form.

You have a right to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to the consumer reporting agency.



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Part 2 Page 155 of 182

From: **Jamie Gallian** jamiegallian@gmail.com
Subject: Notice of Exparte hearing Tuesday December 4, 2018, 8:30am, C-61
Date: December 3, 2018 at 10:56 AM
To: valston@aadlawyers.com, Gordon G. May (ggm@ggb-law.com) ggm@ggb-Law.com
Cc: Steve Fink sfink@stevefinklaw.com, Jamie Gallian jamiegallian@gmail.com

Please take notice Jamie Gallian will appear exparte on December 4, 2018, C-61, 8:30a. 700 Civic Center Drive West Santa Ana, CA 92701.

1. Ms. Gallian will ask the court to Order the Notice to Vacate mute. Ms. Gallian's attorney Mr. Steven Fink has contacted Attorney Vivienne Alston mutiple times to recall the Notice of Vacate with no response to attorney Fink or Ms. Gallian.

Ms. Gallian contacted the Sheriff apartment at 9.50am and was told to contact the Court for an Order.

2. Ms. Gallian will ask this same court to dismiss Mr. Gordon UD action of October 17, 2018. Ms. Gallian has asked Mr. Gordon May multiple times to withdraw and dismiss the fraudulent UD filed in this same court. Ms. Gallian moved out of The Gables complying with the the landlord BS Investors LP, first Notice of Cure or Quit posted on August 29, 2018. Ms. Gallian new tenancy outside The Gables began on September 11, 2018. Mr. May's UD action is frivolous and its only purpose was to harass Ms. Gallian, unlawfully attempt eviction against a protected party under temporary restraining order Gallian v Jasso, C-66, and delay the civil trial set on calendar 12-10-18.

Pleading papers will be served under separate cover.

Sincerely,

Jamie Gallian

CIV-110	
<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address)</p> <p>Gordon G. May (SBN 167112) GRANT, GENOVESE & BARATTA, LLP 2030 Main Street, Suite 1600 Irvine, CA 92614</p> <p>TELEPHONE NO. (949) 660-1600 FAX NO. (Optional) (949) 660-6060 E-MAIL ADDRESS (Optional) ggm@ggb-law.com ATTORNEY FOR (Name) Plaintiff BS INVESTORS, LP</p>	<p>FOR COURT USE ONLY</p> <p>ELECTRONICALLY FILED Superior Court of California, County of Orange 12/03/2018 at 12:09:00 PM Clerk of the Superior Court By Anh Dang, Deputy Clerk</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</p> <p>STREET ADDRESS 700 Civic Center Drive West MAILING ADDRESS CITY AND ZIP CODE Santa Ana, CA 92701 BRANCH NAME CENTRAL JUSTICE CENTER</p>	
<p>PLAINTIFF/PETITIONER BS INVESTORS, LP, a California limited partnership DEFENDANT/RESPONDENT JAMIE L. GALLIAN, an individual</p>	
<p>REQUEST FOR DISMISSAL</p>	<p>CASE NUMBER 30-2018-01024401-CU-UD-CJC</p>
<p>A conformed copy will not be returned by the clerk unless a method of return is provided with the document.</p> <p>This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)</p>	

1. TO THE CLERK: Please dismiss this action as follows:

- a (1) ☐ With prejudice (2) ☒ Without prejudice
b (1) ☒ Complaint (2) ☐ Petition
(3) ☐ Cross-complaint filed by (name) on (date):
(4) ☐ Cross-complaint filed by (name) on (date):
(5) ☐ Entire action of all parties and all causes of action
(6) ☐ Other (specify):*

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: December 3, 2018

Gordon G. May

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only or of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

Attorney or party without attorney for

☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given **

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j)

Attorney or party without attorney for:

☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)

- 4 ☒ Dismissal entered as requested on (date) 12/03/2018
5 ☐ Dismissal entered on (date) as to only (name):
6 ☐ Dismissal not entered as requested for the following reasons (specify)

- 7 a. ☐ Attorney or party without attorney notified on (date)
b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date 12/03/2018

DAVID H. YAMASAKI, Clerk of the Court

A. DANG, Deputy

CIV-110

PLAINTIFF/PETITIONER: BS INVESTORS, LP, a California limited partnership DEFENDANT/RESPONDENT: JAMIE L. GALLIAN, an individual	CASE NUMBER: 30-2018-01024401-CU-UD-CJC
---	--

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name):
2. The person named in item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

STATE OF CALIFORNIA, COUNTY OF ORANGE

On December 3, 2018, I served the foregoing document described as **REQUEST FOR DISMISSAL** on the following person(s) in the manner indicated:

Jamie L. Gallian, an individual
5782 Pinon Drive
Huntington Beach, CA 92649
Telephone No. : (714) 321-3449

[X] (BY MAIL) I am familiar with the practice of Grant, Genovese & Baratta, LLP for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Grant, Genovese & Baratta, LLP, Irvine, California, following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on December 3, 2018, at Irvine, California.



Helena Coyle

TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649	LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center	COURT CASE NO.: 30 2018 01013582 CLUDCJC
PLAINTIFF: Houser Bros Co DEFENDANT: Lisa Ryan	LEVYING OFFICER FILE NO.: 2018517508
Notice to Vacate	

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	16222 Monterey Lane Space 376 Huntington Beach, CA 92649
--------------------------	---

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Monday, December 03, 2018 6:01 AM
---	--

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



**Sandra Hutchens
Sheriff-Coroner**

By: _____
Sheriff's Authorized Agent



ELAINE B. ALSTON
VIVIENNE J. ALSTON
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400
FACSIMILE (714) 556-9500

27201 PUERTA REAL
SUITE 300
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF SITE

To: Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):

NOTICE IS HEREBY GIVEN that management of the mobilehome park commonly known as:

Rancho Del Rey
16222 Monterey Lane
Huntington Beach, CA 92649
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space376
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:


That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.

J Gallian
and All Unlawful Occupants
December 10, 2018
Page 2

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By: 
VIVienne J. ALSTON
Authorized Agent for Owner

cc: Client
Park Manager

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 163 of 182

Informal Title Search

Unit Search

Identifier

Select	Unit Identifiers	Manufacturer	SITUS Address
<input checked="" type="radio"/>	Decal No.: LBM1081 MCO No.: 8802499 Serial No.: AC7V710394GB, AC7V710394GA HUD Label: PFS1130281, PFS1130282	Manufactured Date: 05/29/2014 Manufacturer: SKYLINE HOMES INC Trade Name: CUSTOM VILLA Unit Type: Manufactured Home	16222 MONTEREY LN, SPACE # 376, HUNTINGTON BEACH, CA 92649 (ORANGE COUNTY)

File No.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc

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STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS**Title Search**

Date Printed: Aug 11, 2021

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/03/2021**Last Reg Card:** 08/03/2021**Sale/Transfer Info:** Price \$.00 Transferred on 02/25/2021**Situs Address:**

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00**Title Searches:**

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

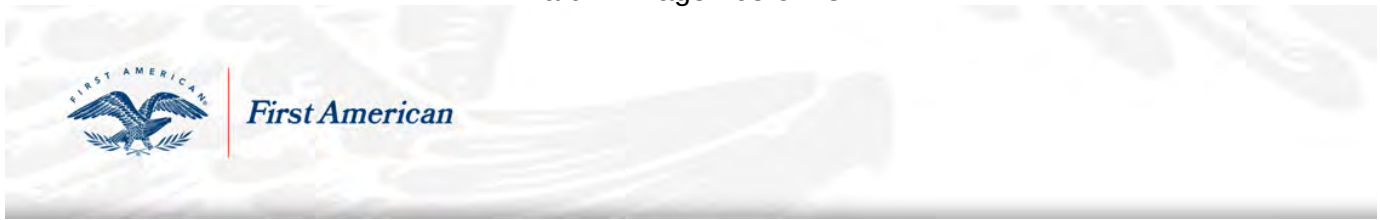
JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

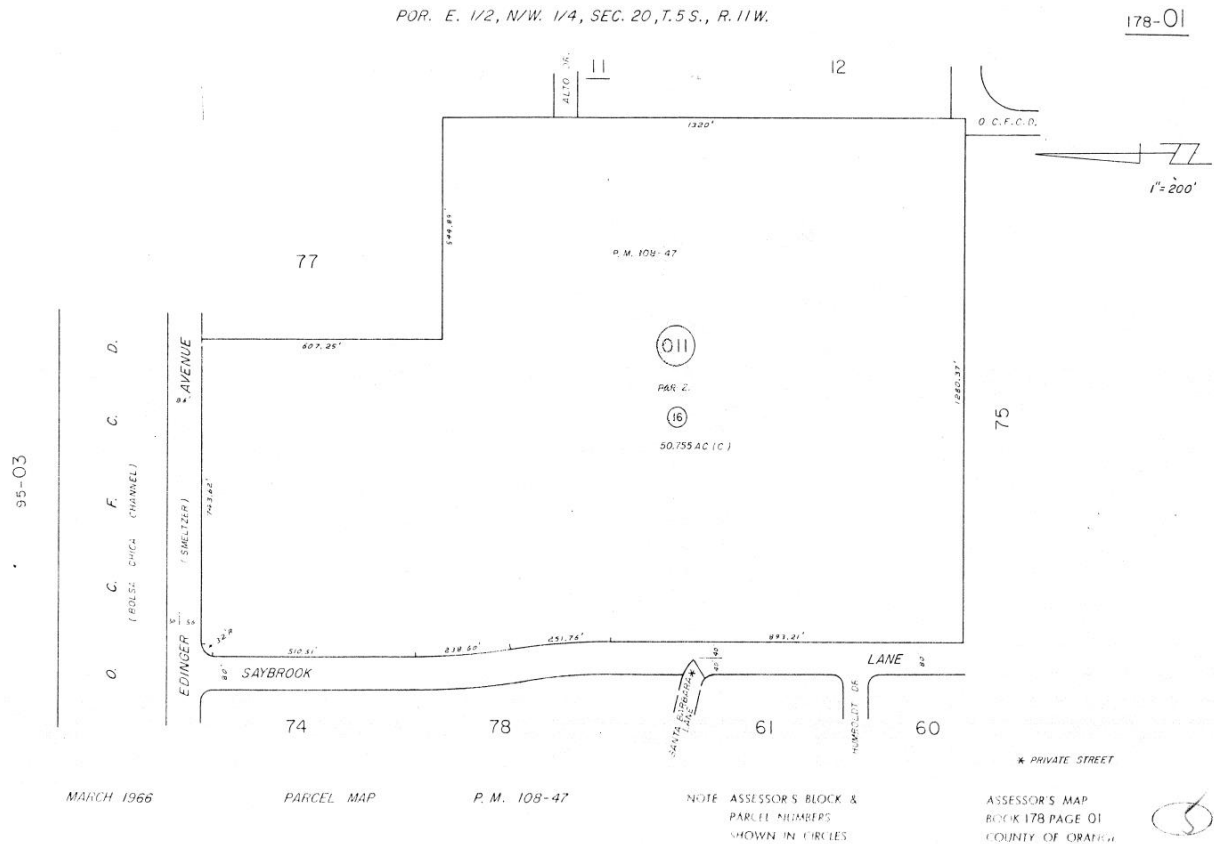
JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

000321




16222 Monterey Ln #376, Huntington Beach, CA 92649

**Tax Map****16222 Monterey Ln #376, Huntington Beach, CA 92649**

This report is only for the myFirstAm user who applied for it. No one else can rely on it. As a myFirstAm user, you already agreed to our disclaimer regarding third party property information accuracy. You can view it here: www.myfirstam.com/Security/ShowEULA. ©2005-2019 First American Financial Corporation and/or its affiliates. All rights reserved.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 166 of 182

From: **Cruz, Sylvia@HCD** Sylvia.Cruz@hcd.ca.gov 
Subject: Title Search - LBM1081
Date: January 18, 2019 at 8:17 AM
To: **Jamie Galian** jamiegalian@gmail.com



Hello Ms. Galian,

Here is the transfer information you can use to show the unit has been transferred until the original Title goes out from our Sacramento District Office.

Sylvia

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

GAVIN NEWSOM, Governor

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 167 of 182

From: Cruz, Sylvia@HCD Sylvia.Cruz@hcd.ca.gov
Subject: Title Search - LBM1081
Date: January 18, 2019 at 8:17 AM
To: Jamie Gallian jamiegallian@gmail.com

SC

Hello Ms. Gallian,

Here is the transfer information you can use to show the unit has been transferred until the original Title goes out from our Sacramento District Office.

Sylvia

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

GAVIN NEWSOM, Governor



Title Search

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014
Last Reg Card: Pending Reg Card
Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

END OF TITLE SEARCH

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STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS



Title Search

Date Printed: Jan 18, 2019

Decal #:	LBM1081	Use Code:	SFD
Manufacturer:	SKYLINE HOMES INC	Original Price Code:	BVH
Tradename:	CUSTOM VILLA	Rating Year:	
Model:		Tax Type:	LPT
Manufactured Date:	05/29/2014	Last ILT Amount:	
Registration Exp:		Date ILT Fees Paid:	
First Sold On:	07/28/2014	ILT Exemption:	NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

Registered Owner:

J-SANDCASTLE CO LLC
16222 MONTEREY LANE ROOM 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014

Last Reg Card: Pending Reg Card

Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

END OF TITLE SEARCH

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 169 of 182

TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649	LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711
NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center	COURT CASE NO.: 30 2018 01013582 CLUDCJC
PLAINTIFF: Houser Bros Co DEPENDANT: Lisa Ryan	LEVYING OFFICER FILE NO.: 2018517508
Notice to Vacate	

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

Eviction Address:	16222 Monterey Lane Space 376 Huntington Beach, CA 92649
--------------------------	---

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:	Sunday, January 20, 2019 6:01 AM
---	---

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



Don Barnes
Sheriff-Coroner

By: *Renee #6146*
Sheriff's Authorized Agent

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
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From: nag-dl-mhonline-reports@jdpa.com
Subject: MH Online Value/Price Report Receipt
Date: July 27, 2021 at 8:55 AM
To: jamiegallian@gmail.com



MH Online Receipt

Order Information

Description: Basic Value Report

Invoice Number: 448119-VIR

Billing Information

Jamie Gallian
16222 Monterey Ln #376
Huntington Beach, CA 92649
jamiegallian@gmail.com
714-321-3449

Basic Value Report:	\$30.00
CC Surcharge @ 2%:	<u>0.60</u>
Total Amount Charged:	\$30.60(USD)

Payment Information

Date/Time: 2021-07-27 15:55:06
Transaction ID: 6274013055746473204275
Payment Method: Visa XXXX7357
Transaction Type: Purchase

Merchant Contact Information

NADAguides.com
Costa Mesa, CA 92626
United States
nag-dl-mhonline-reports@jdpa.com

000327

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 171 of 182**J.D. POWER****Used Manufactured Home Value Report**Reference Number 448119Edition July-Aug 2021Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

Floor Areas: Triple-Wide

	Width		Length		Total Value
Main Floor Area:	54	x	60		\$171,168.00

1. Base Structure Value		\$171,168.00
2. State Location Adjustment	x	107 %
3. Total Guide Book Retail Value (in average condition)		\$183,149.76
4. Condition Adjustment Selected: Good	x	109 %
5. Condition Adjusted Value		\$199,633.24
6. Total Adjusted Value of Home		\$199,633.24
7. Total Additional Features	+	\$10,363.32
8. Total Adjusted (Retail) Value of Home and Optional Equipment		\$209,996.56

Comments: This value report was produced by using NADAguides.com's Manufactured Housing Online Request Form. This is an automated valuation tool that generates value reports based on user-selected home criteria.

The value indication of this value report represents the depreciated replacement cost of the home and added features in retail dollars, and does not include adjustments for land, community "in place location value", or local market comparable sales.

This is not an appraisal form.

Disclaimer

All values and related content contained within this product are the opinions of our editorial staff and may vary from home to home. Valuations will vary depending on market conditions, home condition, specifications or other circumstances that may be particular to a home transaction or parties involved with the transaction. NADAguides values and products may not be copied or reproduced, nor distributed for reasons that may exploit the information content or the company. NADAguides, its subsidiaries and affiliated entities, make no warranty express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose and they assume no responsibility for the accuracy of the values or other information published herein. NADAguides, its subsidiaries and affiliated entities, will not be liable for any special, incidental or consequential damages resulting from any use of this value report, including, without limitation, lost profits. No part of this report may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without prior written permission of NADAguides.

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 172 of 182**J.D. POWER****Used Manufactured Home Value Report**Reference Number 448119Edition July-Aug 2021Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

ADDITIONAL FEATURES

Description	Quantity	Unit of Measure	Age	Unit Price	Total Value
<u>Components</u>					
BATH FIXTURES					
Fiberglass Shower Stall	1	ea.	5+ Yrs	\$136.00	\$136.00
Garden Tub (Skirted)	1	ea.	5+ Yrs	\$226.00	\$226.00
Fiberglass Tub - Combo	1	ea.	5+ Yrs	\$191.00	\$191.00
Total BATH FIXTURES					\$553.00
DOORS					
Deluxe House Type Exterior Door	2	ea.	5+ Yrs	\$99.00	\$198.00
Total DOORS					\$198.00
ELECTRICAL					
Electric Home - Total	1	ea.	5+ Yrs	\$363.00	\$363.00
Total ELECTRICAL					\$363.00
FAN					
Ceiling Paddle Fan	3	ea.	5+ Yrs	\$67.00	\$201.00
Total FAN					\$201.00
FLOORING					
T & G Plywood Sub-Flooring	3240	sq. ft.	5+ Yrs	\$0.25	\$810.00
Total FLOORING					\$810.00
HOUSE TYPE ROOFING					
Multi-wide	1	home	5+ Yrs	\$431.00	\$431.00
Third/Tag-A-Long Section	1	home	5+ Yrs	\$123.00	\$123.00
Total HOUSE TYPE ROOFING					\$554.00
HOUSE TYPE SIDING					
Multi-wide	1	home	5+ Yrs	\$833.00	\$833.00
Third/Tag-A-Long Section	1	home	5+ Yrs	\$343.00	\$343.00
Total HOUSE TYPE SIDING					\$1,176.00

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 173 of 182**J.D. POWER****Used Manufactured Home Value Report**

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

Components**INTERIOR**

Cathedral/Vaulted Ceiling Rooms	6	ea.	5+ Yrs	\$121.00	\$726.00
---------------------------------	---	-----	--------	----------	----------

Total INTERIOR					\$726.00
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KITCHEN APPLIANCES

22 CF Refrigerator	1	ea.	5+ Yrs	\$485.00	\$485.00
--------------------	---	-----	--------	----------	----------

Dishwasher	1	ea.	5+ Yrs	\$177.00	\$177.00
------------	---	-----	--------	----------	----------

Garbage Disposal	1	ea.	5+ Yrs	\$80.00	\$80.00
------------------	---	-----	--------	---------	---------

Total KITCHEN APPLIANCES					\$742.00
--------------------------	--	--	--	--	----------

MISCELLANEOUS

Clothes Washer	1	ea.	5+ Yrs	\$199.00	\$199.00
----------------	---	-----	--------	----------	----------

Clothes Dryer	1	ea.	5+ Yrs	\$221.00	\$221.00
---------------	---	-----	--------	----------	----------

Fireplace (Built-In/Permanent)	1	ea.	5+ Yrs	\$1,011.00	\$1,011.00
--------------------------------	---	-----	--------	------------	------------

Total MISCELLANEOUS					\$1,431.00
---------------------	--	--	--	--	------------

PLUMBING

Stainless Steel Sink	1	ea.	5+ Yrs	\$92.00	\$92.00
----------------------	---	-----	--------	---------	---------

Total PLUMBING					\$92.00
----------------	--	--	--	--	---------

WINDOWS

Skylight	2	ea.	5+ Yrs	\$133.00	\$266.00
----------	---	-----	--------	----------	----------

Total WINDOWS					\$266.00
---------------	--	--	--	--	----------

Total Components					\$7,112.00
-------------------------	--	--	--	--	-------------------

Accessories**PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)**

Elevated - Wood w/Rails	120	sq. ft.	5+ Yrs	\$6.78	\$813.60
-------------------------	-----	---------	--------	--------	----------

Total PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)					\$813.60
---	--	--	--	--	----------

SKIRTING TO 30" HIGH (Measure Around Perimeter)

Shiplap (Horizontal)	228	lin. ft.	5+ Yrs	\$6.24	\$1,422.72
----------------------	-----	----------	--------	--------	------------

Total SKIRTING TO 30" HIGH (Measure Around Perimeter)					\$1,422.72
---	--	--	--	--	------------

Case 8:21-bk-11710-SC Doc 157-1 Filed 07/26/22 Entered 07/26/22 16:39:25 Desc
Part 2 Page 174 of 182

J.D. POWER**Used Manufactured Home Value Report**Reference Number 448119Edition July-Aug 2021Date 07/27/2021

Year Mfg'd	Manufacturer	Trade Name	State	Region
2014	SKYLINE	CUSTOM VILLA	CA	PA

Accessories**STEPS**

Wood - 3 Steps	5	ea.	5+ Yrs	\$203.00	\$1,015.00
----------------	---	-----	--------	----------	------------

Total STEPS					\$1,015.00
-------------	--	--	--	--	------------

Total Accessories					\$3,251.32
--------------------------	--	--	--	--	-------------------

Total Additional Features					\$10,363.32
----------------------------------	--	--	--	--	--------------------

Park Name : **RANCHO DEL REY
MOBILE ESTATES**
 Park : 16222 MONTEREY L
 Address : HUNTINGTON BEACH, CA
 92649
 Spaces : 379
 From : 3/14/2020 to 3/14/2022
 Report date : 3/14/2022

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16222 MONTEREY LN #315 HUNTINGTON BEACH	03/29/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$365,000.00 \$325,000.00 12/03/2021	<u>LB15646</u>	15.5 61 14.8333 61	1850.33 \$175.64
16222 MONTEREY LN #105 HUNTINGTON BEACH	11/20/2009 CMH MANUFACTURING WEST INC CHATEAU SERIES	\$148,195.00 \$285,000.00 10/15/2021	<u>LBK6772</u> 5 STAR HOMES	14.8333 54 14.8333 54	1602 \$177.90
16222 MONTEREY LN #81 HUNTINGTON BEACH	01/01/1965 MONTCLAIR MOBILE HOMES BONANZA	\$3,300.00 \$149,000.00 10/08/2021	<u>LB4900</u> 5 STAR HOMES	10 48 10 48	960 \$155.21
16222 MONTEREY LN #23 HUNTINGTON BEACH	04/18/1997 FLEETWOOD HM CALIF INC SUNPOINTE VVS	\$64,235.00 \$135,000.00 10/01/2021	<u>LAX7136</u> 5 STAR HOMES	11.75 57.3333 11.75 56	1331.67 \$101.38
16222 MONTEREY LN #310 HUNTINGTON BEACH	12/04/2003 CHAMPION HOME BUILDERS COMPANY RESIDENTIAL	\$153,325.00 \$319,500.00 09/28/2021	<u>LB6142</u>	13.3333 58 13.3333 60	1573.33 \$203.07
16222 MONTEREY LN #25 HUNTINGTON BEACH	08/27/2004 SKYLINE HOMES INC OAKMANOR	\$271,050.00 \$270,000.00 09/15/2021	<u>LBG5840</u> 5 STAR HOMES	13.3333 59 13.3333 60.3333	1591.11 \$169.69
16222 MONTEREY LN #150 HUNTINGTON BEACH	11/03/2005 SKYLINE HOMES INC OAKMANOR	\$289,637.00 \$280,000.00 09/08/2021	<u>LBH7988</u> 5 STAR HOMES	13.3333 56 13.3333 56	1493.33 \$187.50
16222 MONTEREY LN #159 HUNTINGTON BEACH	01/01/1965 SKYLINE SKYLINE	\$3,100.00 \$75,000.00 07/29/2021	<u>LB07483</u> 5 STAR HOMES	10 52	520 \$144.23
16222 MONTEREY LN #316 HUNTINGTON BEACH	02/01/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$148,572.00 \$100,000.00 07/27/2021	<u>LBN2518</u>	13.5 60 13.5 60	1620 \$61.73
16222 MONTEREY LN #277 HUNTINGTON BEACH	01/01/1968 ROLLAWAY	\$18,999.00 \$162,000.00 07/21/2021	<u>LBC7654</u> 5 STAR HOMES	12 57 12 57	1368 \$118.42
16222 MONTEREY LN #70 HUNTINGTON BEACH	PTHSE	\$9,300.00 \$48,000.00 06/30/2021	<u>ABA2838</u>	10 56 10 56	1120 \$42.86

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16222 MONTEREY LN #128 HUNTINGTON BEACH	07/24/2000 DELAWARE WESTERN HOMES CORP SILVERCREST	\$113,900.00 \$215,000.00 06/30/2021	<u>LBC1704</u> 5 STAR HOMES	12 53.3333 12 53.3333	1280 \$167.97
16222 MONTEREY LN #30 HUNTINGTON BEACH	10/04/1999 DELAWARE WESTERN HOMES CORP SILVERCREST	\$102,199.00 \$169,000.00 05/13/2021	<u>LBA2954</u> 5 STAR HOMES	13.5 56 12.8333 56	1474.67 \$114.60
16222 MONTEREY LANE SP 22 HUNTINGTON BEACH	11/11/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$130,000.00 \$212,000.00 05/10/2021	<u>LBL8405</u> 5 STAR HOMES	11.8333 58 11.8333 58	1372.67 \$154.44
16222 MONTEREY LANE #282 HUNTINGTON BEACH	11/07/2013 CMH MANUFACTURING WEST INC CMH	\$202,858.00 \$330,000.00 05/07/2021	<u>LBL7735</u> 5 STAR HOMES	14.8333 60 14.8333 58	1750.33 \$188.54
16222 MONTEREY LN #221 HUNTINGTON BEACH	02/26/2010 CMH MANUFACTURING WEST INC CASTLE LIMITED	\$225,000.00 \$319,500.00 04/29/2021	<u>LBK5051</u> EAGLE COMMUNITY CREDIT UNION J/R MOBILEHOME SALES	11.8333 60 9.83333 56 11.8333 56	1923.33 \$166.12
16222 MONTEREY LANE #10 HUNTINGTON BEACH	08/14/2006 DELAWARE WESTERN HOMES CORP SILVERCREST	\$239,153.00 \$330,000.00 04/23/2021	<u>LB17633</u> 5 STAR HOMES	13.5 62.6667 13.5 61.3333 13.5 27	2038.5 \$161.88
16222 MONTEREY LN #50 HUNTINGTON BEACH	07/11/1991 HALLMARK SOUTHWEST CORP WINCHESTER II	\$55,000.00 \$105,000.00 04/07/2021	<u>LAT2541</u> 5 STAR HOMES	12 56 12 56	1344 \$78.12
16222 MONTEREY LN #274 HUNTINGTON BEACH	01/01/1968 VIKING EDGEWOOD	\$15,700.00 \$187,000.00 03/30/2021	<u>LBN5869</u> EAGLE COMMUNITY CREDIT UNION BLUE CARPET MANUFACTURED HOMES	12 57 12 57	1368 \$136.70
16222 MONTEREY LN #254 HUNTINGTON BEACH	01/01/1968 CORNELL CORNELL	\$14,100.00 \$109,000.00 03/17/2021	<u>LBO5799</u> 5 STAR HOMES	12 57 12 57	1368 \$79.68
16222 MONTEREY LN #325 HUNTINGTON BEACH	08/01/2008 SKYLINE HOMES INC PALMSPRINGS	\$199,600.00 \$270,000.00 03/12/2021	<u>LB19095</u> 5 STAR HOMES	13.3333 60 13.3333 58	1573.33 \$171.61
16222 MONTEREY LN #192 HUNTINGTON BEACH	06/03/2003 DELAWARE WESTERN HOMES CORP SILVERCREST	\$205,000.00 \$205,000.00 03/01/2021	<u>LB14183</u>	13.5 56 12.8333 56	1474.67 \$139.01
16222 MONTEREY LN #265 HUNTINGTON BEACH	11/10/2020 CHAMPION HOME BUILDERS INC SKYLINE	\$306,641.00 \$306,641.00 01/08/2021	<u>LBO4981</u> J/R MOBILEHOME SALES	13.3333 60 13.3333 60	1600 \$191.65
16222 MONTEREY LN #109 HUNTINGTON BEACH	03/27/2020 CMH MANUFACTURING WEST INC CLAYTON	\$212,000.00 \$212,000.00 12/15/2020	<u>LBO4868</u> MACY HOMES INC	11.6667 56 11.6667 56	1306.67 \$162.24

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16222 MONTEREY LN #213	04/13/2004 SKYLINE HOMES INC	\$27,189.00 \$262,500.00	LAZ5405	11.8333 52 11.8333 56 11.8333 56	1940.67 \$135.26
HUNTINGTON BEACH	OAKMANOR	11/24/2020			
16222 MONTEREY LN #119	SKYLINE	\$17,899.00 \$135,000.00	LAZ5405	12 56 12 56	1344 \$100.45
HUNTINGTON BEACH	SKYLINE	10/30/2020			
16222 MONTEREY LN #343	01/21/2013 CMH MANUFACTURING WEST INC	\$133,709.00 \$205,000.00	LBL4819	13.5 58 13.5 58	1566 \$130.91
HUNTINGTON BEACH	GOLDEN WEST	10/29/2020	5 STAR HOMES		
16222 MONTEREY LN #57	08/02/2011 CMH MANUFACTURING WEST INC	\$105,500.00 \$190,000.00	LBK9621	11.8333 56 11.8333 56	1325.33 \$143.36
HUNTINGTON BEACH	GOLDEN WEST	10/27/2020	5 STAR HOMES		
16222 MONTEREY LN #157	09/27/2004 CHAMPION HOME BUILDERS COMPANY	\$0.00 \$137,000.00	LBH5292	11.6667 56 11.6667 56	1306.67 \$104.85
HUNTINGTON BEACH	WELLINGTON MANOR	10/02/2020	J/R MOBILEHOME SALES		
16222 MONTEREY LN #296	01/29/2015 SKYLINE HOMES INC	\$206,587.00 \$271,000.00	LBM2824	13.3333 62.6667 13.3333 60	1635.56 \$165.69
HUNTINGTON BEACH	SUNSET RIDGE	09/24/2020	5 STAR HOMES		
16222 MONTEREY LN #231	07/13/2004 DELAWARE WESTERN HOMES CORP	\$269,000.00 \$199,900.00	LB12401	13.5 56 12.8333 56	1474.67 \$135.56
HUNTINGTON BEACH	SILVERCREST	09/17/2020			
16222 MONTEREY LANE #269	06/08/2000 SKYLINE HOMES INC	\$98,681.00 \$240,000.00	LBB5766	11.8333 52 11.8333 56 11.8333 62	2011.67 \$119.30
HUNTINGTON BEACH	OAKMANOR	09/11/2020	5 STAR HOMES		
16222 MONTEREY LN #108	06/26/2007 PALM HARBOR HOMES INC	\$275,000.00 \$265,000.00	LBJ3986	13.3333 56 13.3333 59	1533.33 \$172.83
HUNTINGTON BEACH	PALM HARBOR	08/12/2020	EAGLE COMMUNITY CREDIT UNION 5 STAR HOMES		
16222 MONTEREY LN #260	05/17/2006 CMH MANUFACTURING WEST INC	\$298,000.00 \$200,000.00	LB1431	11.8333 54 9.83333 53.3333 11.8333 46	1707.78 \$117.11
HUNTINGTON BEACH	GOLDEN WEST	08/12/2020	5 STAR HOMES		
16222 MONTEREY LN #311	11/18/2013 SKYLINE HOMES INC	\$157,911.00 \$278,000.00	LBL8007	13.3333 56 13.3333 58.6667	1528.89 \$181.83
HUNTINGTON BEACH	SUNSET RIDGE	07/08/2020	5 STAR HOMES		
16222 MONTEREY LN SP 133	01/01/1973 SILVERCREST	\$22,100.00 \$107,000.00	LBO3342	12 64 12 64	1536 \$69.66
HUNTINGTON BEACH	SILVERCREST	06/23/2020	5 STAR HOMES		
16222 MONTEREY LANE #82	12/14/1998 SKYLINE HOMES INC	\$92,000.00 \$245,000.00	LAZ2767	11.8333 52 11.8333 52 11.8333 48	1798.67 \$136.21
HUNTINGTON BEACH	GLENHAVEN	05/15/2020			
16222 MONTEREY LN #14	07/26/2011 CMH MANUFACTURING WEST INC	\$109,647.00 \$204,500.00	LBK9624	11.8333 56 11.8333 56	1325.33 \$154.30
HUNTINGTON BEACH	GOLDEN WEST	05/06/2020			
16222 MONTEREY LN #53	07/10/2019 CHAMPION HOME BUILDERS INC	\$230,000.00 \$230,000.00	LBO3276	10 58 11.8333 54	1199 \$191.83
HUNTINGTON BEACH	SUNSET RIDGE	05/04/2020	T K M HOME SALES INC.		

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Resale

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Total	\$5,738,487.00	\$8,288,541.00
Average	\$147,140.69	\$212,526.69
Max	\$365,000.00	\$330,000.00
Min	\$0.00	\$48,000.00
Avg \$SqFt	\$93.81	\$141.27
Avg SqFt	1491	1491
Number of records	39	

Park Name : **SKANDIA MOBILE CC**Park 16444 BOLSA CHICA
Address : HUNTINGTON BEACH, CA
92649

Spaces : 167

From : 3/14/2020 to 3/14/2022

Report date : 3/14/2022

Address City	Mfd Date MFG Trade	Original Current Sales Date	Decal Legal Dealer	Wd Lt	Total sq Ft Per Sq Ft
16444 BOLSA CHICA #12 HUNTINGTON BEACH	06/21/2021 CHAMPION HOME BUILDERS INC-CORP SILVERCREST	\$287,850.00 \$287,850.00 09/24/2021	<u>LB07177</u> BLUE CARPET MANUFACTURED HOMES	11.8333 57.3333 11.8333 57.3333	1356.89 \$212.14
16444 BOLSA CHICA ST #14 HUNTINGTON BEACH	07/29/2011 SKYLINE HOMES INC PALMSPRINGS	\$182,015.00 \$268,555.00 08/20/2021	<u>LBK9472</u>	13.3333 60 13.3333 60	1600 \$167.85
16444 BOLSA CHICA RD #140 HUNTINGTON BEACH	10/29/2004 SKYLINE HOMES INC OAKMANOR	\$197,108.00 \$185,000.00 08/03/2021	<u>LBG6541</u>	13.3333 56 13.3333 56	1493.33 \$123.88
16444 BOLSA CHICA RD #8 HUNTINGTON BEACH	10/21/2003 SKYLINE HOMES INC OAKMANOR	\$160,875.00 \$274,500.00 07/06/2021	<u>LBF5590</u>	13.3333 56 13.3333 56	1493.33 \$183.82
16444 BOLSA CHICA #81 HUNTINGTON BEACH	11/30/2004 DELAWARE WESTERN HOMES CORP SILVERCREST	\$228,396.00 \$189,900.00 03/12/2021	<u>LBG7635</u> J/R MOBILEHOME SALES	12 60 12 60	1440 \$131.88
16444 BOLSA CHICA ST SP 141 HUNTINGTON BEACH	04/01/2005 DELAWARE WESTERN HOMES CORP SILVERCREST	\$235,000.00 \$189,000.00 12/22/2020	<u>LBH3077</u> EAGLE COMMUNITY CREDIT UNION	13.5 55 12.8333 55	1448.33 \$130.49
16444 BOLSA CHICA ST #125 HUNTINGTON BEACH	01/23/2013 CMH MANUFACTURING WEST INC GOLDEN WEST	\$136,000.00 \$220,000.00 11/18/2020	<u>LBL5145</u>	13.5 58 13.5 58	1566 \$140.49
16444 BOLSA CHICA #34 HUNTINGTON BEACH	02/13/2002 SKYLINE HOMES INC OAKMANOR	\$130,705.00 \$289,500.00 10/14/2020	<u>LBD6797</u> 5 STAR HOMES	13.3333 58.6667 13.3333 58.6667	1564.44 \$185.05
16444 BOLSA CHICA ST #57 HUNTINGTON BEACH	08/29/2007 SKYLINE HOMES INC OAKMANOR	\$210,000.00 \$195,000.00 10/08/2020	<u>LBJ5268</u> 5 STAR HOMES	11.8333 56 11.8333 45.6667	1203.06 \$162.09
16444 BOLSA CHICA RD #7 HUNTINGTON BEACH	01/28/2004 SKYLINE HOMES INC OAKMANOR	\$159,900.00 \$215,000.00 09/28/2020	<u>LBF7355</u>	13.3333 56 13.3333 56	1493.33 \$143.97
16444 BOLSA CHICA RD #149 HUNTINGTON BEACH	07/17/2020 CHAMPION HOME BUILDERS INC SUNSET RIDGE	\$239,000.00 \$239,000.00 09/16/2020	<u>LBO5092</u> J/R MOBILEHOME SALES	13.3333 56 13.3333 54	1466.67 \$162.95

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16444 BOLSA CHICA ST #126	07/21/2020	\$268,353.00	<u>LBO3916</u>	13.3333 58	1520
HUNTINGTON BEACH	CHAMPION HOME BUILDERS INC	\$268,353.00		13.3333 56	\$176.55
	SILVERCREST	08/07/2020	BLUE CARPET MANUFACTURED HOMES		
16444 BOLSA CHICA #98	02/07/2020	\$289,000.00	<u>LBO3158</u>	13.3333 56	1466.67
HUNTINGTON BEACH	CHAMPION HOME BUILDERS INC	\$289,000.00		13.3333 54	\$197.05
	SUNSET RIDGE	06/17/2020	J/R MOBILEHOME SALES		
16444 BOLSA CHICA #122	08/14/2015	\$191,600.00	<u>LBM5043</u>	13.5 58	1586
HUNTINGTON BEACH	CMH MANUFACTURING WEST INC	\$254,500.00		13.5 58	\$162.52
	GOLDEN WEST	04/03/2020	BLUE CARPET MANUFACTURED HOMES		

	Original	Resale
Total	\$2,915,802.00	\$3,365,158.00
Average	\$208,271.57	\$240,368.43
Max	\$289,000.00	\$289,500.00
Min	\$130,705.00	\$185,000.00
Avg \$SqFt	\$142.67	\$162.91
Avg SqFt	1477	1477
Number of records	14	

port.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR TRUSTEE JEFFREY I GOLDEN (TR):** Aaron E DE Leest adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com
- **ATTORNEY FOR CREDITOR and PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION:** Robert P Goe kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com
- **TRUSTEE JEFFREY I GOLDEN (TR):** Jeffrey I Golden (TR) lwerner@wgllp.com, jig@trustesolutions.net; kadele@wgllp.com
- **ATTORNEY FOR PLAINTIFF HOUSER BROS. CO.:** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR CREDITOR and PLAINTIFF THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION:** Brandon J Iskander biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **ATTORNEY FOR TRUSTEE JEFFREY I GOLDEN (TR):** Eric P Israel eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com
- **ATTORNEY FOR PLAINTIFF HOUSER BROS. CO.:** Laila Masud lmassud@marshackhays.com, lmassud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com
- **ATTORNEY FOR DEFENDANT RANDALL L NICKEL:** Mark A Mellor mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **INTERESTED PARTY COURTESY NEF:** Valerie Smith claims@recoverycorp.com
- **U.S. TRUSTEE:** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PROOF.SERVICE

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 5801 SKYLAB ROAD HUNTINTON BEACH, CA 92647

A true and correct copy of the foregoing document entitled (*specify*): **DEBTORS NT of MOT RECONSIDERATION TO HOUSER BROS. CO. dba RANCHO DEL**

REY MOBILE HOME ESTATES' OBJECTION TO DEBTOR'S CLAIMED

HOMESTEAD EXEMPTION JOINDER OF GABLES HOA AND JANINE JASSO. will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) JULY 26, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Aaron E DE Leest** adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com
- **Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com
- **Jeffrey I Golden (TR)** lwerner@wgllp.com, jig@trustesolutions.net;kadele@wgllp.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmend oza@ecf.courtdrive.com
- **Brandon J Iskander** biskander@goeforlaw.com, kmurphy@goeforlaw.com
- **Eric P Israel** eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com
- **Laila Masud** lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **Mark A Mellor** mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com
- **Valerie Smith** claims@recoverycorp.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov

2. SERVED BY UNITED STATES MAIL:

On (*date*) JULY 26, 2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows: Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Janine Jasso, Esq.
16025 Warmington Lane
Huntington Beach, CA 92649

Michael D Poole
Feldsott & Lee
23161 Mill Creek Dr Ste 300
Laguna Hills, CA 92653

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:

(state the method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) JULY 26, 2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows: Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

- The Honorable Erithe A. Smith, USBC, 411 West Fourth Street, Santa Ana, CA 92701
- Janine B. Jasso, Esq.. j9_jasso@yahoo.com

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

JULY 26, 2022
Date

Robert McLelland
Printed Name

Robert McLelland
Signature